

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996

Dated as of _____

by and between

AMERITECH ILLINOIS

and

TCG ILLINOIS & TCG CHICAGO

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**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996[/]**

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (“**Agreement**”), is effective as of the _____ day of _____, 2001 (the “**Effective Date**”), by and between Ameritech Illinois, a Delaware corporation with offices at 225 W. Randolph, Chicago, IL 60606, (Ameritech Illinois referred to herein as “**Ameritech**”) and TCG Illinois & TCG Chicago, New York general partnerships with offices at AT&T Corporate Center, 222 W. Adams St. 11th Floor, Chicago, IL 60606 (“**TCG**”).

RECITALS

A. Ameritech is an Incumbent Local Exchange Carrier as defined by the Act, authorized to provide certain Telecommunications Services within Illinois.

B. Ameritech is engaged in the business of providing, among other things, local Telephone Exchange Service within Illinois.

C. Requesting Carrier has been granted authority to provide certain local Telephone Exchange Services within Illinois and is a Local Exchange Carrier as defined by the Act.

D. The Parties desire to Interconnect their telecommunications networks and facilities to comply with the Act, and exchange traffic so that their respective residential and business Customers may communicate with each other over, between and through such networks and facilities.

E. The Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other Telecommunications Services as required by the Act as set forth herein.

/ This Agreement was requested and effectuated pursuant to Section 252(i) of the Telecommunications Act of 1996, and is a 252(i) adoption of the interconnection agreement between Ameritech Illinois and AT&T Communications of Illinois, Inc., approved in an Order of the Illinois Commerce Commission dated January 8, 1997 in Docket No. 96-AA-001, "AT&T Communications of Illinois, Inc.; Arbitrated Agreement between AT&T Communications of Illinois, Inc. and Illinois Bell Telephone Company (Ameritech)."

NOW, THEREFORE, in consideration of the mutual premises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Requesting Carrier and Ameritech hereby agree as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

1.1 Structure.

This Agreement includes certain Exhibits and Schedules which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

1.2 Defined Terms. Capitalized terms used in this Agreement shall have the respective meanings specified in **Schedule 1.2** or as defined elsewhere in this Agreement.

1.3 Interpretation.

- (a) The definitions in **Schedule 1.2** shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words **“include,” “includes”** and **“including”** shall be deemed to be followed by the phrase **“without limitation”**. The words **“shall”** and **“will”** are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.
- (b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.
- (c) The headings of the Articles, Sections, Exhibits and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- (d) Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech, requesting carrier or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).
- (e) In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

1.4 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

1.5 Regional Matters.

- (a) Requesting Carrier has a regional administrative structure in which its central region (“**Region**”) comprises the states of Illinois, Ohio, Indiana, Michigan and Wisconsin, states in which Ameritech Illinois and its Affiliates conduct business operations and in which Ameritech Illinois and certain of its Affiliates are Incumbent Local Exchange Carriers. Ameritech Illinois and Requesting Carrier currently perform, or cause their Affiliates to perform, administrative and specialized business operations on a centralized basis in the Region.
- (b) The Parties shall cooperate in the administration and performance of this Agreement and any other agreements between the Parties and their Affiliates approved under Section 252 of the Act relating to the Parties' provision of Telecommunications Services in the Region (the "**Regional Interconnection Agreements**") so that the following are accomplished:
 - (1) Whenever this Agreement requires a procedure for deployment of the relevant facilities, services and functions, including formation of an Implementation Team and the development of an Implementation Plan, the Parties shall, to the maximum extent practicable in light of local state differences, use a single Implementation Team to develop a single Implementation Plan which will satisfy the requirements of all Regional Interconnection Agreements. Except as necessary to accommodate individual state differences or requirements, meetings of the Implementation Team shall be held in Chicago, Illinois; and
 - (2) The Parties agree that they will use their best efforts to maintain single points of contact and operational interfaces for all Regional Interconnection Agreements.

ARTICLE II
GENERAL SERVICE RELATED PROVISIONS

2.1 Interconnection Activation Date.

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to **Articles III** and **IV** for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, and Interconnection of the Parties' facilities and equipment to provide requesting carrier access to Ameritech's unbundled Network Elements pursuant to **Article IX**, shall be established on or before the corresponding “**Interconnection Activation Date**” shown for each LATA and Wire Center set forth on **Schedule 2.1**. The Parties shall refine estimated Interconnection Activation Dates and identify additional Interconnection Activation Dates using the principles set forth in **Section 3.4.4**. **Schedule 2.1** may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional LATAs and Wire Centers by attaching one or more supplementary schedules to such Schedule.

2.2 Bona Fide Request.

Any request by requesting carrier for certain services, including features, capabilities, functionality, Network Elements or Combinations that are not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to the Bona Fide Request process set forth on **Schedule 2.2**.

2.3 Technical References.

Technical References that describe the practices, procedures and specifications for certain services (and the applicable interfaces relating thereto) are listed on **Schedule 2.3** (the “**Technical Reference Schedule**”) to assist the Parties in meeting their respective responsibilities hereunder.

2.4 Use of Services.

Subject to the requirements of this Agreement, the Act, the Commission and the FCC, requesting carrier may, subject to the payment to Ameritech of all applicable charges, add to, delete from or change a purchased Resale Service or Network Element in the provision of service to its Customer.

ARTICLE III
INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

3.1 Scope.

Article III describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective business and residential Customers of the Parties pursuant to Section 251(c)(2) of the Act. Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. **Articles IV** and **V** prescribe the specific logical trunk groups (and traffic routing parameters) which will be configured over the physical Interconnections described in this **Article III** related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

3.2 Interconnection Points and Methods.

3.2.1 In each LATA identified on **Schedule 2.1**, Requesting Carrier and Ameritech shall Interconnect their networks at the correspondingly identified Ameritech and Requesting Carrier on **Schedule 2.1** for the transmission and routing within that LATA of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act.

3.2.2 Interconnection in each LATA shall be accomplished at any technically feasible point within the Parties' networks through either (i) Collocation in Ameritech's Wire Centers as provided in **Article XII** or (ii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date for a given LATA and which is consistent with the Act, including a Fiber-Meet as provided in **Section 3.3**. Notwithstanding the foregoing, as provided in Section 251(c)(2) of the Act, requesting carrier, at its option, may request Interconnection of its facilities and equipment to Ameritech's network at any technically feasible point in Ameritech's network including a mid-span meet arrangement at any transmission rate for a Telecommunications Service that Ameritech offers to itself, its subsidiaries, its Affiliates or other persons.

3.2.3 If requesting carrier elects Collocation as an Interconnection method or elects a network architecture that requires Ameritech to Interconnect with requesting carrier's facilities via Collocation, requesting carrier shall provide to Ameritech Collocation for purposes of that Interconnection on a nondiscriminatory basis and on rates, terms and conditions that are no less favorable than either (i) Ameritech provides to requesting carrier hereunder or (ii) requesting carrier provides to other similarly situated Telecommunications Carriers unless requesting carrier can demonstrate and the Commission agrees that (x) requesting carrier's costs to provide Collocation to Ameritech are greater than Ameritech's costs to provide Collocation to requesting carrier or (y) requesting carrier must make special arrangements to provide such Collocation to Ameritech in its Central Offices.

3.3 Fiber-Meet.

3.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network ("SONET") transmission system. Unless otherwise mutually agreed, this SONET transmission system shall be configured as illustrated in Exhibit A, and engineered, installed, and maintained as described in this Article III and in the Plan (as defined in Section 8.1).

3.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain Optical Line Terminating Multiplexor ("OLTM") equipment in the Ameritech Interconnection Wire Center ("AIWC") identified for each LATA set forth on Schedule 2.1, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles IV and V.

3.3.3 Requesting Carrier shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the requesting carrier Interconnection Wire Center ("ATIWC") identified for that LATA in Schedule 2.1, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles IV and V.

3.3.4 Ameritech shall designate a manhole or other suitable entry-way immediately outside the AIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable requesting carrier to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the AIWC. Requesting carrier shall deliver and maintain such strands wholly at its own expense. Upon verbal request by requesting carrier to Ameritech, Ameritech will allow requesting carrier access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Ameritech's receipt of such request.

3.3.5 Requesting carrier shall designate a manhole or other suitable entry-way immediately outside the ATIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Ameritech to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the ATIWC. Ameritech shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Ameritech to requesting carrier, requesting

carrier will allow Ameritech access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after requesting carrier's receipt of such request.

3.3.6 Requesting carrier shall pull the fiber optic strands from the requesting carrier-designated manhole/entry-way into the ATIWC and through appropriate internal conduits requesting carrier utilizes for fiber optic facilities, and shall connect the Ameritech strands to the OLT equipment requesting carrier has installed in the ATIWC.

3.3.7 Ameritech shall pull the fiber optic strands from the Ameritech-designated manhole/entry-way into the AIWC and through appropriate internal conduits Ameritech utilizes for fiber optic facilities and shall connect the requesting carrier strands to the OLT equipment Ameritech has installed in the AIWC.

3.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Wire Center through a point separate from that through which such Party's own fiber exited.

3.3.9 For Fiber-Meet arrangements, each Party will be responsible for (i) providing its own transport facilities to the Fiber-Meet in accordance with the Plan and (ii) the cost to build-out its facilities to such Fiber-Meet.

A3.3 Interconnection Points and Methods for Interconnection Using Collocation

If the Parties Interconnect their networks using Collocation in Ameritech's Wire Centers, the following requirements shall apply, subject to the terms, conditions and restrictions set forth in **Article XII**:

A3.3.1 Requesting carrier will request Interconnection with Ameritech at specific points in Ameritech's network. The following options are available for (i) the termination of traffic to the Ameritech network, (ii) the termination of traffic to the requesting carrier network and (iii) the transiting of traffic to/from a third party network. Exhibit B shows the physical configuration and interconnection of this architecture.

A3.3.2 Local and IntraLATA Toll Traffic - Originating on the requesting carrier network, Terminating on the Ameritech network.

A3.3.2.1 Requesting carrier will, at its option, build trunk groups to Ameritech in any technically feasible manner, including using any of the following three options:

A3.3.2.1.1 From requesting carrier Collocated equipment in an Ameritech Wire Center to the Ameritech Tandem;

A3.3.2.1.2 From requesting carrier Collocated equipment in an Ameritech Wire Center to the Ameritech End Office Switch; or

A3.3.2.1.3 From requesting carrier 4ESS Switches located at requesting carrier POPs to the nearest Ameritech Wire Center with a Tandem or appropriate End Office.

A3.3.2.2 Interfaces for this Interconnection will be based upon the following:

A3.3.2.2.1 DS1: From an requesting carrier-Collocated DDM-2000 to an Ameritech Central Office Switch;

A3.3.2.2.2 SONET STS1: From an requesting carrier-Collocated DDM-2000 to an Ameritech 5ESS--2000 Central Office Switch; and

A3.3.2.2.3 DS1/DS3: From an requesting carrier 4ESS Switch at an requesting carrier POP to an Ameritech Wire Center using new trunk groups on existing facilities.

3.4 Interconnection in Additional LATAs.

3.4.1 If requesting carrier determines to offer Telephone Exchange Services within Ameritech's service areas in any additional LATA, requesting carrier shall provide written notice to Ameritech of its need to establish Interconnection in such LATA pursuant to this Agreement.

3.4.2 The notice provided in Section 3.4.1 shall include (i) the initial Wire Centers requesting carrier has designated in the new LATA; (ii) requesting carrier's requested Interconnection Activation Date; and (iii) a non-binding forecast of requesting carrier's trunking requirements. In addition, the notice shall include the CLLI code for the new switch, the Point Code, Lata Number, and the new OCN.

3.4.3 Unless otherwise agreed by the Parties, the Parties shall designate the Wire Center requesting carrier has identified as its initial Routing Point in the LATA as the ATIWC in that LATA and shall designate the Ameritech Tandem Office Wire Center within the LATA nearest to the ATIWC (as measured in airline miles utilizing the V&H coordinates method) as the AIWC in that LATA.

3.4.4 The Interconnection Activation Date in each new LATA shall be mutually established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors. The Parties acknowledge that, as of the Effective Date, the average interval to establish Interconnection via Collocation or Fiber-Meet is one hundred fifty (150) days. Within ten (10) Business Days of Ameritech's receipt of requesting carrier's notice specified in **Section 3.4.1**, Ameritech and requesting carrier shall confirm the AIWCs, the ATIWCs and the Interconnection Activation Date for the new LATA by attaching a supplementary schedule to **Schedule 2.1**.

3.5 Additional Interconnection in Existing LATAs. If requesting carrier deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional

Ameritech Central Offices, requesting carrier shall be entitled, upon written notice thereof to Ameritech, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If Ameritech deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional requesting carrier's Central Offices, Ameritech shall be entitled, upon written notice thereof to requesting carrier, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If either Party establishes an additional Tandem Switch in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk group connections and the sub-tending arrangements relating to Tandem Switches and End Offices which serve the other Party's Customers within the Exchange Areas served by such Tandem Switches.

3.6 Nondiscriminatory Interconnection. Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this **Section 3.6**, “equal in quality” means the same technical criteria and service standards that a Party uses within its own network. If requesting carrier requests an Interconnection that is of a different quality than that provided by Ameritech to itself or any subsidiary, Affiliate or other person, such request shall be treated as a Bona Fide Request and established upon rates, terms and conditions consistent with the Act.

3.7 Network Management.

3.7.1 Requesting carrier and Ameritech shall work cooperatively to install and maintain a reliable network. Requesting carrier and Ameritech shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

3.7.2 Requesting carrier and Ameritech shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

3.8 Standards of Performance.

3.8.1 Each Party shall provide the other Party Interconnection (i) in accordance with **Section 3.6** as determined by this **Section 3.8** and (ii) as required by the Commission (collectively, the “Interconnection Performance Benchmarks”).

3.8.2 To determine a Party's compliance with the Interconnection Performance Benchmarks, each Party shall maintain separate records of the specific criteria listed on **Schedule 3.8** (each, an “Interconnection Performance Activity”) relating to Interconnection that it provides to itself, its subsidiaries, and Affiliates (the “Providing Party's Interconnection Records”) and to other LECs (the “Other LEC Interconnection Records”) and parallel records of the Interconnection that the Providing Party provides to the other Party (the “Other Party's Interconnection Records”) and shall use the methods described in **Schedule 3.8** to calculate Interconnection Performance Activity and

determine compliance with such Interconnection Performance Activity and with such additional criteria to which the Parties may agree upon, including those regarding Ameritech's compliance with different performance levels and intervals requested by requesting carrier and provided by Ameritech pursuant to **Section 3.6** and a Bona Fide Request.

3.8.3 The Providing Party shall provide to the Other Party for each calendar month (a **“Reporting Period”**), by the twenty-second (22nd) day of the following month, in a self-reporting format, the Providing Party's Interconnection Records, the Other LEC Interconnection Records and the Other Party's Interconnection Records so that the Parties can determine the Providing Party's compliance with the Interconnection Performance Benchmarks. If (i) the Providing Party fails to comply with an Interconnection Performance Benchmark with respect to an Interconnection Performance Activity for a Reporting Period, (ii) the sample size of the Interconnection Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Interconnection Performance Activity deviates from the corresponding Interconnection Performance Benchmark is statistically significant, then the Providing Party shall have committed a **“Specified Performance Breach”**.

Notwithstanding anything to the contrary in this **Section 3.8**, the Parties acknowledge that (x) the Providing Party shall not be required to provide to the other Party those Other LEC Interconnection Records that correspond to and measure levels of quality and performance levels and intervals of Interconnection that are requested by an Other LEC pursuant to 47 C.F.R. - 51.305(a)(4); (y) the Other LEC Interconnection Records shall be provided to the other Party on an aggregate basis and (z) such Other LEC Interconnection Records shall be provided to the other Party in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI).

3.8.4 In no event shall the Providing Party be deemed to have committed a Specified Performance Breach if the Providing Party's failure to meet or exceed an Interconnection Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents the Providing Party from performing a certain function or action that affects an Interconnection Performance Activity, then such occurrence shall be excluded from the calculation of such Interconnection Performance Activity and the determination of the Providing Party's compliance with the applicable Interconnection Performance Benchmark or (ii) only suspends the Providing Party's ability to timely perform such Interconnection Performance Activity, then the applicable time frame in which the Providing Party's compliance with the Interconnection Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

3.8.5 Upon the occurrence of a Specified Performance Breach by the Providing Party, the other Party may forego the dispute escalation procedures set forth in **Section 28.3** and (i) bring an action against the Providing Party in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law.

3.8.6 The other Party shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that the Providing Party offers Credit Allowances to its Customers, including those described on **Schedule 10.9.6**.

3.8.7 The Parties' agreement to the procedures set forth in this **Section 3.10** shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

3.9 9-1-1 Service.

3.9.1 Ameritech shall provide 9-1-1 Service to requesting carrier as described in this **Section 3.9** in each Rate Center in which (i) requesting carrier is authorized to provide local exchange services and (ii) Ameritech is the 9-1-1 service provider.

3.9.2 Service and Facilities Provided.

- (a) Ameritech will provide requesting carrier with multiplexing at a designated Ameritech Central Office at the rates set forth at Item I of the Pricing Schedule and pursuant to the terms and conditions in applicable tariffs. Ameritech will also provide requesting carrier with trunking from the Ameritech Central Office to the designated Ameritech Control Office(s) with sufficient capacity to route requesting carrier's originating 9-1-1 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Such trunking will be provided at the rates set forth at Item I of the Pricing Schedule. If requesting carrier forwards the ANI information of the calling party to the Control Office, Ameritech will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by requesting carrier, Ameritech will display a Central Office identification code for display at the PSAP.
- (b) Requesting carrier will provide the necessary trunking to route originating 9-1-1 traffic from requesting carrier's End Office(s) to the Ameritech Control Office(s). The points of Interconnection for primary and diverse routes are identified at **Section 2** of **Schedule 3.9**. Requesting carrier may, at its option, acquire such trunking from Ameritech at rates, terms and conditions provided in Ameritech's tariffs.
- (c) Ameritech will provide to requesting carrier, in paper or mechanized format, an address and routing file that will specify which 9-1-1 Control Office serves as the jurisdictional 9-1-1 answering point for Customers within the Exchange Areas served by requesting carrier. The address and routing file will be provided by exchange rate center or community upon request. A specified charge as set forth

at Item I of the Pricing Schedule will apply per request. Until such time as a mechanized process for provision of this information is made available by Ameritech and, at intervals determined by Ameritech, Ameritech shall provide to requesting carrier in a paper format any updates to the address and routing file.

- (d) Ameritech will coordinate access to the Ameritech ALI database for the initial loading and updating of requesting carrier Customer information. Access coordination will include:
 - (1) Ameritech provided format requirements and a delivery address for requesting carrier to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. Ameritech shall confirm receipt of this data as described in **Section 3.9.2(h)**;
 - (2) Coordination of error resolution involving entry and update activity;
 - (3) Provisioning of specific 9-1-1 routing information on each access line;
 - (4) Updating the Ameritech ALI database from paper records of service order activity supplied by requesting carrier is optional. The charge for this service is separate and set forth at Item I of the Pricing Schedule under the category "Optional Manual Update"; and
 - (5) Providing requesting carrier with reference data required to ensure that requesting carrier's Customer will be routed to the correct Control Office when originating a 9-1-1 call.
- (e) Requesting carrier shall pay Ameritech a one-time charge as set forth at Item I of the Pricing Schedule per 9-1-1 Control Office trunk group (the **"9-1-1 Control Office Software Enhancement Connection Charge"**). Although the services offered in this Agreement and the charges set forth at Item I of the Pricing Schedule contemplate that each NXX will reside in a single Control Office, requesting carrier may, at its sole option, designate that an NXX shall reside in more than one 9-1-1 Control Office.
- (f) In the event of an Ameritech or requesting carrier 9-1-1 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the 9-1-1 Service between the Parties.

- (g) Ameritech will provide the order number and circuit identification code in advance of the service due date.
- (h) Requesting carrier or its third party agent will provide CNA data to Ameritech for use in entering the data into the 9-1-1 database. The initial CNA data will be provided to Ameritech in a format prescribed by Ameritech. Requesting carrier is responsible for providing Ameritech updates to the CNA data and error corrections which may occur during the entry of CNA data to the Ameritech 9-1-1 Database System. Requesting carrier shall reimburse Ameritech for any additional database charges incurred by Ameritech for errors in CNA data updates caused by requesting carrier or its third party agent. Ameritech will confirm receipt of such data and corrections by the next Business Day by providing requesting carrier with a report of the number of items sent, the number of items entered correctly, and the number of errors.
- (i) Requesting carrier will monitor the 9-1-1 circuits for the purpose of determining originating network traffic volumes. Requesting carrier will notify Ameritech if the traffic study information indicates that additional circuits are required to meet the current level of 9-1-1 call volumes.
- (j) Incoming trunks for 9-1-1 shall be engineered to assure minimum P.01 grade of service as measured using the “busy day/busy hour” criteria.

3.9.3 Compensation. In addition to the amounts specified in **Section 3.9.2**, requesting carrier shall compensate Ameritech as set forth at Item I of the Pricing Schedule.

3.9.4 Liability for CNA Data. Ameritech is not liable for the accuracy and content of CNA data that requesting carrier delivers to Ameritech. Requesting carrier is responsible for maintaining the accuracy and content of that data as delivered.

ARTICLE IV TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

4.1 Scope of Traffic. Article IV prescribes parameters for trunk groups (the “Local/IntraLATA Trunks”) to be effected over the Interconnections specified in Article III for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties’ respective Telephone Exchange Service Customers.

4.2 Limitations. No Party shall terminate Exchange Access traffic or originate untranslated 800/888 traffic over Local/IntraLATA Interconnection Trunks.

4.3 Trunk Group Architecture and Traffic Routing.

The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

4.3.1 Each Party shall initially configure either a one (1)-or a two (2)-way trunk group as a direct transmission path between each ATIWC and AIWC.

4.3.2 Notwithstanding anything to the contrary contained in this **Article IV**, if the traffic volumes between any two (2) Central Office Switches at any time exceeds the CCS busy hour equivalent of one (1) DS1, the Parties shall, within sixty (60) days after such occurrence, establish new direct trunk groups to the applicable End Office(s) consistent with the grades of service and quality parameters set forth in the Plan.

4.3.3 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

4.3.4 Each Party shall ensure that each Tandem connection permits the completion of traffic to all End Offices which sub-tend that Tandem. Pursuant to **Article V**, each Party shall establish and maintain separate trunk groups connected to each Tandem of the other Party which serves, or is sub-tended by End Offices which serve, such other Party's Customers within the Exchange Areas served by such Tandem Switches.

4.3.5 Each Party shall, upon request of the other Party, provision, within thirty (30) days of such request, additional trunks for use in a pre-existing Interconnection arrangement, subject to **Section 19.12** of this Agreement.

4.4 Signaling.

Signaling Interconnection may be used for signaling between requesting carrier switches, between requesting carrier switches and Ameritech switches, and between requesting carrier switches and those third party networks with which Ameritech's SS7 network is interconnected.

4.4.1 Where available, Common Channel Interoffice Signaling (CCIS) signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall supply Calling Party Number (CPN) within the SS7 signaling message, if available. If CCIS is unavailable, MF (Multi-Frequency) signaling shall be used by the Parties. Each Party shall charge the other Party equal and reciprocal rates for CCIS signaling at the rates set forth at Item V of the Pricing Schedule.

4.4.2 Each Party is responsible for requesting Interconnection to the other Party's CCIS network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access

STPs that serve each LATA where traffic will be exchanged or shall arrange for signaling connectivity through a third party provider which is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP.

4.4.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided including Calling Party Number (CPN), Originating Line Information (OLI), calling party category and charge number. For terminating exchange access, such information shall be passed by a Party to the extent that such information is provided to such Party.

4.4.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

4.5 Grades of Service.

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Plan.

4.6 Measurement and Billing.

4.6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call that it originates over the Local/IntraLATA Trunks; provided that all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume during the preceding three (3) months. The PLU will be reevaluated every three (3) months. If either Party fails to pass at least ninety percent (90%) of calls with CPN that it originates within a monthly billing period, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic be established.

4.6.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time as specified in FCC terminating FGD Switched access tariffs for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic.

4.7 Reciprocal Compensation Arrangements -- Section 251(b)(5).

4.7.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by Ameritech or requesting carrier which a Telephone Exchange Service Customer

originates on Ameritech's or requesting carrier's network for termination on the other Party's network. The Parties shall compensate each other for such transport and termination of Local Traffic at the rate provided at Item II of the Pricing Schedule.

4.7.2 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

4.7.3 Each Party shall charge the other Party its effective applicable federal and state tariffed intraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic.

4.7.4 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to **Article XIII** shall be as specified in **Section 13.7**.

ARTICLE V TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

5.1 Scope of Traffic. **Article V** prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in **Article III** for the transmission and routing of Exchange Access traffic and nontranslated 800 traffic between Requesting carrier Telephone Exchange Service Customers and Interexchange Carriers. Compensation for such Exchange Access traffic is provided for in **Article VI**.

5.2 Trunk Group Architecture and Traffic Routing.

5.2.1 The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to requesting carrier's Customers.

5.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access and nontranslated 800/888 traffic to allow requesting carrier's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an Ameritech access Tandem.

5.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch that requesting carrier utilizes to provide Telephone Exchange Service and Switched

Exchange Access Service in a given LATA to an access Tandem Switch Ameritech utilizes to provide Exchange Access in such LATA.

5.2.4 In each LATA identified on **Schedule 2.1**, each requesting carrier End Office Switch in that LATA shall subtend each Ameritech access Tandem in that LATA.

5.2.5 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

ARTICLE VI MEET-POINT BILLING ARRANGEMENTS

6.1 Meet-Point Billing Services.

6.1.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (“**MECAB**”) document SR-BDS-000983, issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time.

6.1.2 Requesting carrier shall designate access Tandems or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For each such access Tandem designated, the Parties shall mutually agree upon a billing percentage as set forth in **Schedule 6.1** and shall further agree, within thirty (30) days of the Effective Date, upon billing percentages for additional routes, which billing percentages shall be set forth in **Schedule 6.1** as amendments hereto. Either Party may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.

6.1.3 The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information are maintained in their respective federal and state access tariffs, as required, until such time as such information can be included in the National Exchange Association (“**NECA**”) FCC Tariff No. 4. Requesting carrier shall use its best efforts to include in such tariff the billing percentage and associated information as a non-member of NECA.

6.1.4 Each Party shall implement the “**Multiple Bill/Single Tariff**” option in order to bill the IXC for each Party’s own portion of jointly provided Telecommunications Service.

6.2 Data Format and Data Transfer.

6.2.1 Necessary billing information will be exchanged on magnetic tape or via electronic data transfer (when available) using the EMR format. The Parties shall agree to a fixed billing period in the Implementation Plan.

6.2.2 Requesting carrier shall provide to Ameritech, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or, when available, via electronic data transfer using the EMR format.

6.2.3 Ameritech shall provide to requesting carrier, on a daily basis, the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape no later than fourteen (14) days from the usage recording date. Ameritech shall provide the information on magnetic tape or, when available, via electronic data transfer (e.g., network data mover), using EMR format. Ameritech and requesting carrier shall use best efforts to utilize electronic data transfer.

6.2.4 Each Party shall coordinate and exchange the billing account reference (“**BAR**”) and billing account cross reference (“**BACR**”) numbers for the Meet-Point Billing service. Each Party shall notify the other Party if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

6.2.5 When Ameritech records on behalf of requesting carrier and Access Detail Usage Data is not submitted to requesting carrier by Ameritech in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined, and if as a result requesting carrier is delayed in billing IXC, late payment charges will be payable by Ameritech to requesting carrier. Late payment charges will be calculated on the total amount of late access usage at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late.

6.2.6 If Summary Access Usage Data is not submitted to Ameritech in a timely fashion or if it is not in proper format as previously defined and if as a result Ameritech is delayed in billing IXC, late payment charges will be payable by requesting carrier to Ameritech. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by the SBC in a timely fashion.

6.3 Errors or Loss of Access Usage Data.

6.3.1 Errors may be discovered by requesting carrier, the IXC or Ameritech. Each Party agrees to use reasonable efforts to provide the other Party with notification of any discovered errors within two (2) Business Days of such discovery. All claims by a Party relating to errors or loss of access usage shall be made within thirty (30) calendar days from the date such usage data was provided to that Party.

6.3.2 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the Parties shall base the estimate on as much prior usage data that is available; provided, however, that if reconstruction is required prior to the availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

6.4 Payment. The Parties shall not charge one another for the services rendered pursuant to this **Article VI**.

6.5 Additional Limitations of Liability Applicable to Meet-Point Billing Arrangements. In addition to the limitations of liability set forth in **Article XXVI** and elsewhere in this Agreement, the following limitations on liability shall apply with respect to the Meet-Point Billing arrangements described in this **Article VI**:

6.5.1 In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited only to the provision of corrected data only. If data is lost, such providing Party will develop a substitute based on past usage, as set forth in **Section 6.3.2**.

6.5.2 In recognition that neither Party is being compensated for services rendered under this **Article VI**, in no event shall a Party's liability to the other Party for any Loss relating to or arising out of any act(s) or omission(s) in its performance of its obligations under this **Article VI** exceed \$10,000 in any one (1) month period.

ARTICLE VII TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic.

7.1.1 Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network over the Local/IntraLATA Trunks.

7.1.2 The Party (“**Originating Party**”) on whose network the Information Services Traffic originated shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to the Party (“**Terminating Party**”) to whose information platform the Information Services Traffic terminated.

7.1.3 In accordance with procedures to be established by the Implementation Team, the Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape all

necessary information to rate the Information Services Traffic to the Originating Party's Customers and establish uncollectible reserves pursuant to the Terminating Party's agreements with each information provider.

7.1.4 The Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating Party less:

- (a) The Information Services Billing and Collection fee set forth at Item III of the Pricing Schedule; and
- (b) An uncollectibles reserve calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information provider; and
- (c) Customer adjustments provided by the Originating Party.

The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the adjustments to the information provider. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.

7.1.5 Nothing in this Agreement shall restrict either Party from offering to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic.

7.2 BLV/BLVI Traffic.

7.2.1 Busy Line Verification (“**BLV**”) is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use; provided, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call.

7.2.2 Busy Line Verification Interrupt (“**BLVI**”) is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.

7.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks. Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless

otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in **Article III**, consistent with the Plan.

7.2.4 Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth at Item IV of the Pricing Schedule.

7.3 Transit Service.

7.3.1 Although Ameritech is not required to provide Transit Service (as defined below) under the Act, Ameritech agrees that it shall provide Transit Service to requesting carrier on the terms and conditions set forth in this **Section 7.3**.

7.3.2 **"Transit Service"** means the delivery of certain traffic between requesting carrier and a third party LEC or CMRS provider by Ameritech over the Local/IntraLATA Trunks. Transit Service shall be provided only at Ameritech's Tandem Switches, and not at any Ameritech End Office. The following traffic types will be delivered: (i) Local Traffic and IntraLATA Toll Traffic originated from requesting carrier to such third party LEC or CMRS provider and (ii) IntraLATA Toll Traffic originated from such third party LEC and terminated to requesting carrier where Ameritech carries such traffic pursuant to the Commission's primary toll carrier ("**PTC**") plan or other similar plan.

7.3.3 The Parties shall compensate each other for Transit Service as follows:

(a) For Local Traffic and IntraLATA Toll Traffic originating from requesting carrier that is delivered over the Transit Service ("**Transit Traffic**"):

(1) Requesting carrier shall:

(A) Pay to Ameritech a Transit Service charge equal to the rate for (i) Tandem Switching or End Office Termination, as applicable plus any applicable Tandem Transport Termination and Transport Facility Mileage elements, in each case as set forth at Item II of the Pricing Schedule; and

(B) Reimburse Ameritech for any charges, including switched access charges, that a third party LEC or CMRS provider with whom Ameritech does not have a Transit Service agreement similar to that set forth in this **Section 7.3** imposes or levies on Ameritech for delivery or termination of any such Transit Traffic.

(2) Ameritech shall remit to requesting carrier any access charges Ameritech receives from such third party LEC or CMRS provider in connection with the delivery of such Transit Traffic.

- (b) For Local Traffic and IntraLATA Toll Traffic that is to be terminated to requesting carrier from a third party LEC or CMRS provider (i) that is not subject to PTC arrangements (regardless of whether Ameritech is the PTC) and (ii) Ameritech has a transiting arrangement with such third party LEC or CMRS provider which authorizes Ameritech to deliver such traffic to requesting carrier ("Other Party Transit Agreement"), then Ameritech shall deliver such Local Traffic and IntraLATA Toll Traffic to requesting carrier in accordance with the terms and conditions of such Other Party Transit Agreement and such third party LEC or CMRS provider (and not requesting carrier) shall be responsible to pay Ameritech the applicable Transit Service charge.
- (c) For IntraLATA Toll Traffic which is subject to a PTC arrangement and where Ameritech is the PTC, Ameritech shall deliver such IntraLATA Toll Traffic to or from requesting carrier in accordance with the terms and conditions of such PTC arrangement.

7.3.4 While the Parties agree that it is the responsibility of each third party LEC or CMRS provider to enter into arrangements to deliver Local Traffic and IntraLATA Toll Traffic to requesting carrier, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such third party LEC or CMRS provider to deliver Local Traffic and IntraLATA Toll Traffic to requesting carrier and (ii) the termination of this Agreement, Ameritech will provide requesting carrier with Transit Service.

7.3.5 Ameritech expects that all networks involved in transit traffic will deliver each call to each involved network with CCIS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability and billing functions and, to the extent such CCIS and TCAP messages are delivered by the originating third party LEC or CMRS provider, Ameritech will deliver such information to the terminating third party LEC or CMRS provider. In all cases, requesting carrier is responsible to follow the Exchange Message Record ("EMR") standard and exchange records with both Ameritech and the terminating LEC or CMRS provider to facilitate the billing process to the originating network.

7.3.6 For purposes of this **Section 7.3**, Ameritech agrees that it shall make available to requesting carrier, at requesting carrier's sole option, any transiting arrangement Ameritech's offers to another LEC at the same rates, terms and conditions provided to such other LEC.

ARTICLE VIII

INSTALLATION, MAINTENANCE, TESTING AND REPAIR

8.1 Plan. Within ninety (90) days after the Effective Date, requesting carrier and Ameritech shall jointly develop a plan (the “**Plan**”) which shall define and detail:

- (a) Standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality in accord with all appropriate relevant industry-accepted quality, reliability and availability standards and in accordance with the levels identified in **Section 3.6**;
- (b) The respective duties and responsibilities of the Parties with respect to the administration and maintenance of the Interconnections (including signaling) specified in **Article III** and the trunk groups specified in **Articles IV** and **V**, including standards and procedures for notification and discoveries of trunk disconnects;
- (c) Disaster recovery and escalation provisions; and
- (d) Such other matters as the Parties may agree.

8.2 Operation and Maintenance. Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection, subject to compatibility and cooperative testing and monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection. Operation and maintenance of equipment in Virtual Collocation shall be in accordance with the provisions of **Article XII**.

8.3 Installation, Maintenance, Testing and Repair. The intervals for installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection will be determined in accordance with the requirements of **Section 3.8**.

8.4 Additional Terms. Additional terms regarding the installation, maintenance, testing and repair of equipment and facilities used for Interconnection shall be as set forth in the Implementation Plan.

ARTICLE IX
UNBUNDLED ACCESS -- SECTION 251(c)(3)

9.1 Access to Network Elements.

9.1.1 Ameritech shall provide requesting carrier access to Ameritech's Network Elements on an unbundled basis at any technically feasible point in accordance with the terms and conditions of this **Article IX** and the requirements of the Act. Ameritech shall provide requesting carrier access to each unbundled Network Element, along with all of such unbundled Network Element's features, functions, and capabilities in accordance with the terms and conditions of **Article II** and as required by the Act, in a manner that shall allow requesting carrier to provide any Telecommunications Service that can be offered by means of that Network Element; provided that the use of such Network Element is consistent with the Act.

9.1.2 Notwithstanding anything to the contrary in this **Article IX**, Ameritech shall not be required to provide Network Elements beyond those identified in 47 C.F.R. - 51.319 to requesting carrier if:

- (1) The Commission concludes that:
 - (A) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to requesting carrier on an unbundled basis; and
 - (B) Requesting carrier could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within Ameritech's network; or
- (2) The Commission concludes that the failure of Ameritech to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service requesting carrier seeks to offer, compared with providing that service over other unbundled Network Elements in Ameritech's network.

9.1.3 Ameritech shall be required to make available Network Elements only where such Network Elements, including facilities and software necessary to provide such Network Elements, are available. If Ameritech makes available Network Elements that require special construction, requesting carrier shall pay to Ameritech any applicable special construction charges.

9.2 Network Elements. At the request of requesting carrier, Ameritech shall provide requesting carrier access to the following Network Elements on an unbundled basis:

9.2.1 Local Loops, as more fully described on Schedule 9.2.1;

9.2.2 The Network Interface Device, as more fully described on Schedule 9.2.2;

9.2.3 Switching Capability, as more fully described on Schedule 9.2.3;

9.2.4 Interoffice Transmission Facilities, as more fully described on Schedule 9.2.4;

9.2.5 Signaling Links and Call-Related Databases, as more fully described on Schedule 9.2.5;

9.2.6 Operations Support Systems (“OSS”) Functions, to be used in conjunction with other Network Elements, as more fully described on Schedule 9.2.6; and

9.2.7 Operator Services and Directory Assistance, as more fully described on Schedule 9.2.7.

9.3 Combination of Network Elements.

9.3.1 Ameritech shall provide Network Elements to requesting carrier in a manner that shall allow requesting carrier to combine such Network Elements (a “Combination”) in order to provide a Telecommunications Service. When purchasing a Combination, requesting carrier will have access to all features and capabilities of each individual Network Element that comprises such Combination and the specific technical and interface requirements for each of the Network Elements shall apply, except to the extent not technically feasible given the specific manner in which requesting carrier has requested that the elements be combined.

9.3.2 Except upon the request of requesting carrier, Ameritech shall provide Network Elements separately from each other, and shall not separate Network Elements it normally provides in combination into separate Network Elements.

9.3.3 Upon requesting carrier's request, Ameritech shall perform the functions necessary to combine Ameritech's Network Elements in any manner, even if those elements are not ordinarily combined in Ameritech's network; provided that such combination is (i) technically feasible and (ii) would not impair the ability of other Telecommunications Carriers to obtain access to unbundled Network Elements or to Interconnect with Ameritech's network. In addition, upon a request of requesting carrier that is consistent with the above criteria, Ameritech shall perform the functions necessary to combine Ameritech's Network Elements with elements possessed by requesting carrier in any technically feasible manner to allow requesting carrier to provide a Telecommunications Service.

9.3.4 Ameritech shall make available to requesting carrier the following Combinations at the rates set forth at Item V of the Pricing Schedule:

9.3.4.1 Unbundled Element Platform with Operator Services and Directory Assistance. This Combination is described on **Schedule 9.3.4**.

9.3.4.2 Loop Combination. This Combination is described on **Schedule 9.3.4**.

9.3.4.3 Switching Combination #1. This Combination is described on **Schedule 9.3.4**.

9.3.5 The following Network Elements and Combinations shall be requested by requesting carrier in accordance with **Section 9.6**:

9.3.5.1 Unbundled Loop - Distribution.

9.3.5.2 Unbundled Loop - Concentrators/Multiplexers.

9.3.5.3 Unbundled Loop - Feeder.

9.3.5.4 Loop/Network Combination. This Combination is described on **Schedule 9.3.5**.

9.3.5.5 Switching Combination #2. This Combination is described on **Schedule 9.3.5**.

9.3.5.6 Switching Combination #3. This Combination is described on **Schedule 9.3.5**.

9.3.5.7 Switched Data Services. This Combination is described on **Schedule 9.3.5**.

9.3.5.8 Unbundled Element Platform without Operator Services and Directory Assistance. This Combination is described on **Schedule 9.3.5**.

9.3.6 Any request by requesting carrier for Ameritech to provide any Combination other than as set forth in **Section 9.3.4**, to combine the unbundled Network Elements of Ameritech with requesting carrier, or to perform any other function under this **Section 9.3** shall be made by requesting carrier in accordance with **Section 9.6**.

9.4 Nondiscriminatory Access to and Provision of Network Elements.

9.4.1 Subject to **Section 9.4.4**, the quality of an unbundled Network Element as well as the quality of the access to such unbundled Network Element that Ameritech provides to requesting carrier shall be the same for all Telecommunications Carriers requesting access to such Network Element.

9.4.2 Subject to **Section 9.4.4**, the quality of a Network Element, as well as the quality of the access to such Network Element, that Ameritech provides to requesting carrier hereunder shall be at least equal in quality to that which Ameritech provides to itself, its subsidiaries, Affiliates and any other person, unless Ameritech proves to the Commission that it is not technically feasible to provide the Network Element requested by requesting carrier, or access to such Network Element at a level of quality that is equal to that which Ameritech provides to itself.

9.4.3 Ameritech shall provide requesting carrier access to Network Elements and Operations Support Systems functions, including the time within which Ameritech provisions such access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which Ameritech provides such elements to itself, its subsidiaries, Affiliates and any other person, except as may be provided by the Commission pursuant to **Section 9.1.2**.

9.4.4 Upon the request of requesting carrier, Ameritech shall provide to requesting carrier a Network Element and access to such Network Element that is different in quality to that required under **Sections 9.4.2** and **9.4.3**, unless Ameritech proves to the Commission that it is not technically feasible to provide the requested Network Element or access to such Network Element at the requested level of quality. Any request by requesting carrier for Ameritech to provide any Network Element or access thereto that is different in quality shall be made by requesting carrier in accordance with **Section 9.6**.

9.5 Provisioning of Network Elements.

9.5.1 Ameritech shall provide requesting carrier unbundled Network Elements as set forth on **Schedule 9.5**.

9.5.2 Ameritech shall provide requesting carrier access to the functionalities for Ameritech's pre-ordering, ordering, provisioning, maintenance and repair, and billing functions of the Operations Support Systems functions that relate to the Network Elements that requesting carrier purchases hereunder. Access to such functionalities for the Operations Support Systems functions shall be as provided in **Schedule 9.2.6** and the Implementation Plan.

9.5.3 Prior to submitting an order for a Network Element which replaces, in whole or in part, a service offered by Ameritech or any other telecommunications provider for which Ameritech changes a primary local exchange carrier, requesting carrier shall comply with the requirements of **Section 10.11.1**.

9.6 Availability of Additional or Different Quality Network Elements.

Any request by requesting carrier for access to a Network Element or a Combination or a standard of quality thereof that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to a Bona Fide Request and shall be subject to the payment by requesting carrier of all applicable costs in accordance with Section 252(d)(1) of the Act to process, develop, install and provide such Network Element, Combination or access.

9.7 Pricing of Unbundled Network Elements.

9.7.1 Ameritech shall charge requesting carrier the non-recurring and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for these specific Network Elements, service coordination fee, and Cross-Connect charges) as specified at Item V of the Pricing Schedule. If requesting carrier requests or approves an Ameritech technician to perform services in excess of or not otherwise contemplated by the Line Connection Service, Ameritech may charge requesting carrier for any additional and reasonable labor charges to perform such services.

9.7.2 In addition to any other applicable charges under this **Article IX**, if requesting carrier purchases unbundled Local Switching elements, requesting carrier shall pay Ameritech:

- (a) for interstate minutes of use traversing such unbundled Local Switching elements, the carrier common line charge described in 47 C.F.R. -69.105 and a charge equal to seventy-five percent (75%) of the interconnection charge described in 47 C.F.R. -69.124, only until the earliest of the following, and not thereafter:
 - (1) June 30, 1997;
 - (2) The later of the effective date of a final FCC decision in CC Docket No. 94-45, Federal-State Joint Board on Universal Service, or the effective date of a final FCC decision in a proceeding to consider reform of interstate access charges; or
 - (3) The date on which Ameritech is authorized to offer in-region interLATA service in Illinois pursuant to Section 271 of the Act; and
- (b) for intrastate toll minutes of use traversing such unbundled Local Switching elements, intrastate access charges comparable to those listed in **Section 9.7.2(a)** and any explicit intrastate universal service mechanism based on access charges, only until the earliest of the following, and not thereafter:
 - (1) June 30, 1997;

- (2) The effective date of the Commission's decision that Ameritech may not assess such charges; or
- (3) The date on which Ameritech is authorized to offer in-region interLATA service in Illinois pursuant to Section 271 of the Act.

9.7.3 If requesting carrier orders a Combination identified in **Section 9.3.4** and the provision of any such Combination requires Ameritech to modify any of its existing systems, service development processes or its network (beyond that required for Ameritech to provision its own retail services) to provide access to such Combination, requesting carrier shall be required to compensate Ameritech for any costs incurred to provide access to such Combination.

9.8 Billing. Ameritech shall bill requesting carrier for access to unbundled Network Elements pursuant to the requirements of **Article XXVII** to this Agreement.

9.9 Maintenance of Unbundled Network Elements.

9.9.1 Ameritech shall provide maintenance of Loops or Combinations which include Loops as set forth in **Schedule 10.13**.

9.9.2 If (i) requesting carrier reports to Ameritech a suspected failure of a Network Element, (ii) requesting carrier requests a dispatch, (iii) Ameritech dispatches a technician, and (iv) such trouble was not caused by Ameritech's facilities or equipment, then requesting carrier shall pay Ameritech a trip charge and time charges as set forth at Item V of the Pricing Schedule.

9.10 Standards of Performance.

9.10.1 Ameritech shall provide to requesting carrier access to unbundled Network Elements (i) in accordance with **Section 9.4** as determined by this **Section 9.10** (including any Combinations, service levels and intervals that may be requested by requesting carrier and agreed upon by the Parties pursuant to a Bona Fide Request) and (ii) as required by the Commission (collectively, the **“Ameritech Network Element Performance Benchmarks”**).

9.10.2 To determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks, Ameritech shall maintain records of (i) specific criteria listed on **Schedule 9.10.2**, which criteria are the criteria that Ameritech currently measures to evaluate its provision of unbundled Network Elements and (ii) such additional criteria the Parties agree upon regarding Ameritech's compliance with different performance levels and intervals of such Network Elements (and Combinations thereof) requested by requesting carrier and provided by Ameritech pursuant to **Section 9.6** and a Bona Fide Request (each, a **“Network Element Performance Activity”**). Ameritech shall maintain records relating to the access to unbundled Network Elements Ameritech provides to itself, its subsidiaries and Affiliates (the **“Ameritech NE Records”**) and parallel records of the access to unbundled Network

Elements Ameritech provides to (x) requesting carrier (the “**Requesting carrier NE Records**”) and (y) other LECs in the aggregate (the “**Other LEC NE Records**”).

The criteria will be revised in accordance with the procedures set forth in the Implementation Plan if Ameritech no longer measures a criterion in assessing its performance in providing Network Elements or begins measuring additional criteria.

9.10.3 Ameritech shall provide to requesting carrier for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format the Ameritech NE Records, the requesting carrier NE Records and the Other LEC NE Records so that the Parties can determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks. If (i) Ameritech fails to comply with an Ameritech Network Element Performance Benchmark with respect to a Network Element Performance Activity for a Reporting Period, (ii) the sample size of the Network Element Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Ameritech Network Element Performance Activity deviates from the corresponding Network Element Performance Benchmark is statistically significant, then Ameritech shall have committed a “**Specified Performance Breach**”. Notwithstanding anything to the contrary in this **Section 9.10.3**, the Parties acknowledge that (x) Ameritech shall not be required to provide to requesting carrier those Other LEC NE Records that correspond to and measure a level of quality and performance levels and intervals of unbundled Network Elements that are requested by another LEC pursuant to 47 C.F.R. -51.311(c) and **Section 9.6** and which are superior to that which Ameritech provides to requesting carrier hereunder, (y) the Other LEC NE Records shall be provided to requesting carrier on an aggregate basis and (z) such Other LEC NE Records shall be provided to Requesting carrier in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI).

9.10.4 In no event shall Ameritech be deemed to have committed a Specified Performance Breach if Ameritech's failure to meet or exceed a Network Element Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Network Element Performance Activity, then such occurrence shall be excluded from the calculation of such Network Element Performance Activity and the determination of Ameritech's compliance with the applicable Ameritech Network Element Performance Benchmark or (ii) only suspends Ameritech's ability to timely perform such Network Element Performance Activity, then the applicable time frame in which Ameritech's compliance with the Ameritech Network Element Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

9.10.5 Upon the occurrence of a Specified Performance Breach by Ameritech, requesting carrier may forego the dispute escalation procedures set forth in **Section 28.3** and (i) bring an action against Ameritech in an appropriate Federal district court, (ii) file a complaint against Ameritech with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law.

9.10.6 Requesting carrier shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that the Ameritech offers Credit Allowances to its Customers, including those described on **Schedule 10.9.6**.

9.10.7 The Parties' agreement to the procedures set forth in this **Section 9.10** shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

ARTICLE X

RESALE AT WHOLESALE RATES--SECTION 251(c)(4)

10.1 Telecommunications Services Available for Resale at Wholesale Rates.

Commencing on the date on which the Commission approves this Agreement, at the request of requesting carrier, Ameritech will make available to requesting carrier for resale at wholesale rates those Telecommunications Services that Ameritech provides at retail to subscribers who are not Telecommunications Carriers, as required in Section 251(c)(4) of the Act. Subject to the terms, conditions and limitations set forth in this Agreement, Ameritech will make available to requesting carrier for such resale all Telecommunications Services which it offers to its retail Customers, including the following categories of Telecommunications Services (the “**Resale Services**”) as more specifically listed on **Schedule 10.1**:

- (i) Local Service - Residence, as described in ILL. C.C. No. 20, Part 4, Section 2;
- (ii) Local Service - Business, as described in ILL. C.C. No. 20, Part 4, Section 2;
- (iii) Message Toll Service, as described in ILL. C.C. No. 20, Part 9;
- (iv) PBX Trunk, as described in ILL. C.C. No. 20, Part 4, Section 2;
- (v) ISDN Direct Service, as described in ILL. C.C. No. 20, Part 17;
- (vi) ISDN Prime Service, as described in ILL. C.C. No. 20, Part 18;
- (vii) Ameritech Centrex Service, as described in ILL. C.C. No. 19, Part 5, Section 1 and 2, ILL. C.C. No. 19, Part 6, Section 3, ILL. C.C. No. 20, Part 5, Section 2, and ILL. C.C. No. 20, Part 7;
- (viii) Dedicated Communications Services, as described in ILL. C.C. No. 20, Part 12, Section 2;

- (ix) Inbound Services, as described in ILL. C.C. No. 20, Part 10, Section 1, ILL. C.C. No. 20, Part 12, Section 1, and ILL. C.C. No. 19, Part 10, Section 1 and 2; and
- (x) Customer Owned Pay Telephone Services, as described in ILL. C.C. No. 20, Part 13, Section 2.

The Resale Services shall be made available to requesting carrier at the rates set forth at Item VI of the Pricing Schedule.

10.2 Other Services. Ameritech may, at its sole discretion, and as agreed to by requesting carrier, make available to requesting carrier under this Agreement services other than Telecommunications Services (e.g., voicemail) for resale at rates, terms and conditions agreed upon by the Parties.

10.3 Limitations on Availability of Resale Services.

The following limitations shall apply to Resale Services:

10.3.1 Any Telecommunications Services which Ameritech offers to existing retail subscribers, but not to new subscribers (“**Grandfathered Services**”) are listed on **Schedule 10.3.1**. **Schedule 10.3.1** may be revised or supplemented from time to time to include those additional services that Ameritech may, in its discretion and to the extent permitted by Applicable Law, classify as Grandfathered Services. Ameritech agrees to make Grandfathered Services available to requesting carrier for resale to any Customer of Ameritech that subscribes to a Grandfathered Service from Ameritech at the time of its selection of requesting carrier as its primary local exchange carrier. If a local Telecommunications Service is subsequently classified as a Grandfathered Service by Ameritech, Ameritech agrees to continue to sell such Grandfathered Service (subject to the terms of **Section 10.3.2**) to requesting carrier for resale to requesting carrier's Customers that subscribe to such Grandfathered Service at the time it is so classified by Ameritech. Grandfathered Services shall be made available to requesting carrier at wholesale rates determined in accordance with the Act. To the extent that Ameritech is unable to provide wholesale systems support and billing within the first ninety (90) days from the date each requesting carrier Resale Customer is provided such Grandfathered Service, Ameritech shall retroactively apply such wholesale rate as a credit to requesting carrier and will bill such service to requesting carrier from its retail billing systems.

10.3.2 Any Telecommunication Services which Ameritech currently intends to discontinue offering to any retail subscriber (“**Sunsetted Services**”) are set forth on **Schedule 10.3.1**. **Schedule 10.3.1** may be revised or supplemented from time to time to include those additional Telecommunications Services that Ameritech may, in its discretion and to the extent permitted by Applicable Law, classify as Sunsetted Services. Ameritech agrees to make Sunsetted Services available to requesting carrier for resale to requesting carrier's Customers who are subscribers to the Sunsetted Service either from Ameritech or requesting carrier at the time so classified (subject to the provisions of **Section 10.3.1** if such Sunsetted Service was previously classified as a Grandfathered Service) until the date such service is discontinued.

10.3.3 Each Party acknowledges that Resale Services shall be available to requesting carrier on the same basis as offered by Ameritech to itself or to any subsidiary, Affiliate, or any other person to which Ameritech directly provides the Resale Services, including Ameritech's retail Customers and other resellers of Ameritech's Telecommunications Services (i) only in those service areas in which such Resale Services (or any feature or capability thereof) are offered by Ameritech to itself or to any subsidiary, Affiliate, or any other person, including Ameritech's retail Customers and (ii) to the same extent as Ameritech's retail Telecommunications Services are subject to the availability of facilities.

10.4 Additional Charges for Resale Services. In addition to the rates set forth at Item VI of the Pricing Schedule, requesting carrier shall pay Ameritech (i) for any applicable charges or fees, if any, incident to the establishment or provision of the Resale Services requested by requesting carrier, including channel charges, initial non-recurring charges and construction charges and (ii) the applicable non-discounted end user common line charge as set forth in F.C.C. No. 2, Section 4.

10.5 Restrictions on Resale Services.

10.5.1 To the extent ordered by the Commission, requesting carrier may not offer Resale Services that are made available only to residential Customers or to a limited class of residential Customers to classes of Customers that are not eligible to subscribe to such services from Ameritech.

10.5.2 Ameritech shall not be required to provide to requesting carrier Resale Services offered at a special promotional rate if:

- (a) Such promotions involve rates that will be in effect for no more than ninety (90) days; and
- (b) Such promotional offerings are not used to evade the wholesale rate obligation; for example, by making available a sequential series of ninety (90) day promotional rates.

10.5.3 Nothing in this Agreement shall require Ameritech to provide to requesting carrier promotional service elements that are not Telecommunications Services (i.e., customer-premises equipment).

10.5.4 Unless permitted by the Commission or FCC after the Effective Date, requesting carrier shall not utilize Resale Services to avoid applicable access charges.

10.5.5 As provided in the Act, requesting carrier may not purchase Resale Services for its own use.

10.5.6 Ameritech may impose additional restrictions on requesting carrier's sale of Resale Services only as permitted by the Act, Commission and the FCC.

10.6 New Resale Services; Changes in Provision of Resale Services. Ameritech shall, via tariff filings and as provided in the Implementation Plan, notify requesting carrier of any changes in the terms and conditions under which Ameritech offers Resale Services, including the introduction of any new features, functions, services or promotions. If a tariff filing provides less than forty-five (45) days' notice, Ameritech shall provide not less than forty-five (45) days' advance notice of such introduction. In addition, Ameritech shall furnish requesting carrier with reasonable quantities of publicly available collateral information regarding the Resale Services.

10.7 Operations Support Systems Functions. Ameritech shall provide requesting carrier, upon requesting carrier's request and pursuant to the Implementation Plan, nondiscriminatory access to Ameritech's Operations Support Systems functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

10.8 Nondiscriminatory Provision of Resale Services.

10.8.1 Resale Services made available by Ameritech for resale hereunder and Operations Support Systems functions for ordering, provisioning, repair, maintenance and billing shall be equal in quality to that provided by Ameritech to itself or to any subsidiary, Affiliate or any other person to which Ameritech directly provides the Resale Service, including Ameritech's retail Customers.

10.8.2 Ameritech shall provision Resale Services with the same timeliness that such Resale Services are provisioned to Ameritech's subsidiaries, Affiliates, or other persons to whom Ameritech directly provides the Resale Service, including Ameritech's retail Customers.

10.9 Standards of Performance.

10.9.1 Ameritech shall provide Resale Services to requesting carrier (i) in accordance with **Section 10.8** as determined by this **Section 10.9** and (ii) as required by the Commission (collectively, the “**Resale Performance Benchmarks**”).

10.9.2 To determine Ameritech's compliance with the Resale Performance Benchmarks, Ameritech shall maintain records of specific criteria listed in **Schedule 10.9.2** (each, a “**Resale Performance Activity**”) relating to Resale Services it provides to itself and to its subsidiaries, Affiliates and Ameritech's retail Customers (the “**Ameritech Resale Records**”) and parallel records of the Resale Services provided to (i) requesting carrier (the “**Requesting Carrier Records**”) and (ii) on an aggregate basis, resellers of Telecommunications Services other than requesting carrier (the “**Other Reseller Records**”).

Ameritech believes, after good faith inquiry, that **Schedule 10.9.2** is a complete and accurate description of all criteria used as of the Effective Date by Ameritech to measure Resale Services provided to itself and to its subsidiaries, Affiliates or its Retail Customers. The criteria will be revised in accordance with the procedures set forth in the Implementation Plan if Ameritech no longer measures criterion in assessing its performance in providing such Resale Service to Ameritech's retail Customers or begins measuring additional criteria.

10.9.3 Ameritech shall provide to requesting carrier for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format, the Ameritech Resale Records, the requesting carrier Resale Records and the Other Reseller Records so that the Parties can determine Ameritech's compliance with the Resale Performance Benchmarks. If (i) Ameritech fails to comply with a Resale Performance Benchmark with respect to a Resale Performance Activity for a Reporting Period, (ii) the sample size of the Resale Performance Activity measured for such Reporting Period is statistically valid, and (iii) the amount by which the applicable Resale Performance Activity deviates from the corresponding Resale Performance Benchmark is statistically significant, then Ameritech shall have committed a **“Specified Performance Breach.”** Notwithstanding anything to the contrary in this **Section 10.9.3**, the Parties acknowledge that the Other Reseller Records shall be provided to requesting carrier (x) on an aggregate basis and (y) in a manner that preserves the confidentiality of each other reseller and any of such reseller's proprietary information (including CPNI).

10.9.4 In no event shall Ameritech be deemed to have committed a Specified Performance Breach if Ameritech's failure to meet or exceed a Resale Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Resale Performance Activity, then such occurrence shall be excluded from the calculation of such Resale Performance Activity and the determination of Ameritech's compliance with the applicable Resale Performance Benchmark or (ii) only suspends Ameritech's ability to timely perform such Resale Performance Activity, then the applicable time frame in which Ameritech's compliance with the Resale Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

10.9.5 Upon the occurrence of a Specified Performance Breach by Ameritech, requesting carrier may elect one of the following two remedies:

- (a) Forego the dispute escalation procedures set forth in **Section 28.3** and (i) bring an action against Ameritech in an appropriate Federal district court, (ii) file a complaint against Ameritech with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law; or
- (b) Ameritech shall pay to requesting carrier as liquidated damages any amounts that requesting carrier is entitled to receive under then existing Commission procedures

relating to the failure by Ameritech to comply with the Commission performance standards.

10.9.6 Requesting carrier shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that Ameritech offers Credit Allowances to its retail Customers, including those described on **Schedule 10.9.6**.

10.9.7 The Parties' agreement to the procedures set forth in this **Section 10.9** shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

10.10 Branding.

10.10.1 If Operator Call Completion or Directory Assistance Service is a feature of an offered Resale Service, Ameritech shall rebrand such features of such offered Resale Service as requested by requesting carrier for requesting carrier's Customers, unless Ameritech places a restriction on such rebranding that is approved by the Commission as reasonable and nondiscriminatory, such as proving that Ameritech lacks the capability to comply with such rebranding request.

10.10.2 Ameritech shall make available to requesting carrier, upon requesting carrier's request, the ability to route:

- (i) Local Directory Assistance calls dialed by requesting carrier's Customers directly to requesting carrier Directory Assistance Services platform, to the extent such routing is technically feasible; and
- (ii) Local Operator Services calls (0+, 0-) dialed by requesting carrier Customers directly to the requesting carrier Local Operator Services platform. Such traffic shall be routed over trunk groups between Ameritech End Offices and the requesting carrier Local Operator Services platform, using standard Operator Services dialing protocols of 0+ or 0-, to the extent such routing is technically feasible.

The routing capabilities described above will be implemented according to the Implementation Plan. To the extent technically feasible, all direct routing capabilities described in this **Section 10.10.2** shall permit requesting carrier Customers to dial the same telephone numbers for Ameritech Directory Assistance and Local Operator Service that similarly situated Ameritech Customers dial for reaching equivalent Ameritech services.

10.10.3 Notwithstanding anything to the contrary in this Agreement, the Parties agree that Ameritech shall have no obligation to unbrand or rebrand its service technicians or trucks, any customer premises equipment, other customer-owned facilities or its outside plant.

10.10.4 Requesting carrier shall not, without Ameritech's prior written consent, offer any Resale Service to any Customer under any brand name of Ameritech, its subsidiaries or its Affiliates, nor shall requesting carrier state or imply that there is any joint business association or any similar arrangement with Ameritech in the provision of Resale Service to requesting carrier's Customers, except to the extent requesting carrier deems it necessary to advise its Customers that Ameritech's personnel will perform work on behalf of requesting carrier under this Agreement.

10.10.5 In those instances where requesting carrier requires Ameritech personnel to interface directly with requesting carrier Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as Ameritech's employees representing requesting carrier.

10.10.6 Any “**no access**” cards and time and materials invoices furnished during service calls by Ameritech personnel to requesting carrier Customers shall be available to requesting carrier for review and shall be provided to requesting carrier Customers in an unbranded form.

10.10.7 In no event shall Ameritech personnel acting on behalf of requesting carrier pursuant to this Agreement provide information to any existing requesting carrier Customer about Ameritech products or services.

10.10.8 Requesting carrier shall pay Ameritech's costs, if any, pursuant to the pricing standard in Section 252(d)(1) of the Act and in such amounts or levels as determined by the Commission for providing any requested branding under this **Section 10.10**.

10.11 Primary Local Exchange and Interexchange Carrier Selections.

10.11.1 The Parties shall apply all of the principles set forth in 47 C.F.R. -64.1100 to the process for Customer selection of a primary local exchange carrier. Ameritech shall not require a disconnect order from an requesting carrier Customer, or another LEC, in order to process an requesting carrier order for Resale Service for an requesting carrier Customer. Ameritech shall advise requesting carrier whenever an requesting carrier Customer has selected another primary local exchange carrier by giving notice via an electronic interface within twenty-four (24) hours of the change being provisioned by Ameritech. Until the FCC or the Commission adopts final rules and procedures regarding a Customer's selection of a primary local exchange carrier, requesting carrier shall deliver to Ameritech a representation of authorization in the form set forth on **Schedule 10.11.1** that applies to all orders submitted by requesting carrier under this Agreement that require a primary local exchange carrier change. Such representation of authorization shall be delivered to Ameritech prior to the first order submitted by requesting carrier. Requesting carrier shall retain on file all applicable Documentation of Authorization (as defined in **Schedule 10.11.1**), including letters of agency, relating to the Customer's selection of requesting carrier as its primary local exchange carrier, which documentation shall be available for inspection by Ameritech at its request during normal business hours.

10.11.2 **Carrier Selection Disputes.** If any disputes should occur concerning the selection of primary local exchange carriers by the Customers of a Party, the following dispute escalation procedures shall be followed:

- (a) If a Customer denies authorizing a change in his or her primary local exchange carrier selection to a different LEC (**“Unauthorized Switching”**), Ameritech shall switch that Customer back to requesting carrier in accordance with the terms of ILL. C.C. No. 20, Part 22 (the **“Resale Tariff”**). However, in the case of unauthorized changes of requesting carrier Customers to Ameritech, Ameritech shall also have the duties of the “Carrier” as enumerated in such Resale Tariff, but will pay the \$50 compensation, described in the Resale Tariff, to requesting carrier.
- (b) If Ameritech reports or otherwise provides information on unauthorized primary local exchange carrier changes to the FCC, the Commission or any other governmental entity, Ameritech agrees to report on requesting carrier unauthorized primary local exchange carrier changes separately from unauthorized PIC changes.
- (c) The Parties agree that in the event the Resale Tariff is withdrawn by Ameritech or materially revised, they will promptly meet and negotiate in good faith a revised procedure for resolving carrier selection disputes. If the Parties are unable to agree upon such revised procedure within thirty (30) days of a Party's request to commence the negotiations, the dispute resolution procedures set forth in **Section 28.3** will be implemented.

10.11.3 When Ameritech receives an order for Resale Service from requesting carrier for requesting carrier's Customer, and Ameritech currently provides resale local exchange telecommunications services to another carrier ("**Carrier of Record**") for the same Customer, Ameritech shall notify such Carrier of Record of such order coincident with processing the order. It shall then be the responsibility of the Carrier of Record and requesting carrier to resolve any issues related to that Customer. Requesting carrier agrees to indemnify and hold Ameritech harmless against any and all Losses that may result from Ameritech acting under this **Section 10.11.3**.

10.11.4 When notified by requesting carrier or through the Customer Access Record Exchange system (CARE) that a Customer has changed its primary interexchange carrier ("**PIC**") selection only from one IXC to another IXC, Ameritech shall provision the PIC only change. Ameritech will modify its process to conform with industry accepted standards and the requirements of the FCC or the Commission.

10.12 Functionality Required To Support Resale Service.

10.12.1 Directory Listing Requirements. Ameritech shall make available to requesting carrier for requesting carrier Customers directory listings in accordance with the provisions of **Article XV**.

10.12.2 LEC - Assigned Telephone Calling Card Numbers. Effective as of the date of a Customer's subscription to requesting carrier's service, Ameritech will block the LEC-assigned telephone line calling card number (including area code) ("**TLN**") from the Line Identification Database ("**LIDB**").

10.12.3 Telephone Assistance Programs. Upon conversion to requesting carrier's Resale Service of an existing Telecommunications Assistance Program Customer, no exchange of qualification documentation is necessary. Ameritech will continue to administer the Telecommunications Assistance Program for the Customer on behalf of requesting carrier. If requesting carrier's Customer is newly qualified for a Telecommunications Assistance Program, requesting carrier must send Ameritech the necessary qualification documentation.

10.12.4 9-1-1 Services. Ameritech shall provide to requesting carrier, for requesting carrier Customers, 9-1-1 call routing to the appropriate PSAP. Ameritech shall provide and validate requesting carrier Customer information to the PSAP. Ameritech shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the requesting carrier Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support 9-1-1 services.

10.12.5 Special Services. If Ameritech makes a notation on the Customer Service Records (CSR) of Customers who qualify for certain services available to physically challenged individuals (e.g., special discounts) ("**Special Services**"), Ameritech shall provide such data to requesting carrier on the CSR made available to Ameritech for its Customers. For usage by an requesting carrier Customer of

a Telephone Relay Service, Ameritech will provide requesting carrier with all billing information furnished to Ameritech by the provider of the Telephone Relay Service.

10.12.6 Law Enforcement Interfaces. Interfaces with law enforcement agencies and other security matters shall be conducted as specified in **Schedule 10.12.6**.

10.13 Service Functions.

10.13.1 Point of Contact for Resale Purchase Customer.

- (a) Primary Point of Contact. Except as otherwise provided in this Agreement, requesting carrier shall be the primary point of contact for all requesting carrier Customers.
- (b) Service Referrals. Ameritech shall refer all questions regarding any requesting carrier service or product directly to requesting carrier in accordance with the procedures set forth in the Implementation Plan. Ameritech shall use its best efforts to ensure that all Ameritech representatives who receive inquiries regarding requesting carrier services do not in any way disparage or discriminate against requesting carrier or its products or services.
- (c) Customer Contact Employee Training. Ameritech shall provide training for all its employees who may communicate, either by telephone or face-to-face, with requesting carrier Customers to assure that the requirements of this Agreement are met. Furthermore, the same quality standards that Ameritech requires of its employees when contacting an Ameritech Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with requesting carrier Customers.

10.13.2 Operations Support Systems Functions - Provisioning.

- (a) Electronic Interface for Pre-Ordering, Ordering, and Provisioning. Ameritech will provide an electronic interface for the transfer and receipt of data necessary to perform each of the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number selection, and due date selection) associated with Resale Services. Initially, the interface for ordering will be separate from the interface used for pre-ordering and provisioning. By the end of the first quarter of 1997, the interface for ordering will migrate to the pre-ordering and provisioning interface. The interface will be administered through a gateway that will serve as a single point of contact for the transmission of such data. The interface will be consistent with the Alliance for Telecommunications Industry Solutions (ATIS), Telecommunications Industry Forum (TCIF), Electronic Data Interchange (EDI) Customer Service Guideline, issue 5, and provide the functionality described in **Schedule 10.13.2** and Ameritech's Service Order Interface Document, version 2.00. The electronic interface to be provided by Ameritech will provide system to system communications on a real-time basis (response in seconds), with built-in error recovery and built in operations, administration and maintenance functionality, at a ninety-five percent (95%) network reliability level. However, as an industry standard interface is developed by the appropriate industry forum, and generally accepted for implementation by the industry, Ameritech shall implement such interface.
- (b) Service Ordering and Provisioning. Service Orders will be placed by requesting carrier and provisioned by Ameritech in accordance with the procedures described in **Section 10.7**. Any Service Order activity resulting in primary local exchange carrier changes will comply with the requirements of 47 C.F.R. - 64.1100 and **Section 10.9.1**.
- (c) Provisioning Support. Ameritech shall provide provisioning support to requesting carrier on the same basis Ameritech provides to its retail Customers. Provisioning support may be expanded as mutually agreed by the Parties.
- (d) Status Reports. After receipt and acceptance of a Service Order, Ameritech shall provide requesting carrier with service status notices on an exception basis.
- (e) Engineering Support. When requested by requesting carrier, Ameritech shall provide timely engineering support.
- (f) Requests for Service Changes. Where Ameritech provides installation, Ameritech's representatives shall inform an requesting carrier Customer to contact requesting carrier if such Customer requests a service change at the time of installation.

- (g) Non-Interruption of Service. Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, Ameritech may not initiate any disconnect, suspension or termination of an requesting carrier Customer's Resale Service, unless directed to do so by requesting carrier by transmission of a Service Order or Ameritech's receipt of proper authorization to change such Customer's primary local exchange carrier to a carrier other than requesting carrier.

10.13.3 Operations Support Systems Functions - Maintenance.

- (a) Electronic Interface for Maintenance and Repair. Ameritech will provide an electronic interface for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status). This interface will be administered through a gateway that will serve as a single point of contact for the transmission of such data. The interface will be consistent with the Alliance for Telecommunications Industry Solutions (ATIS), T1-Telecommunications (T1) - Operations, Administration, Maintenance and Provisioning (OAM&P), standard T1.227-95 and T1.228-95 and the Ameritech Electronic Bonding Interface (EBI) document. However, as an industry standard interface is developed by the appropriate industry forum, and generally accepted for implementation by the industry, Ameritech shall implement such interface.
- (b) Maintenance. Maintenance will be provided by Ameritech as set forth in the Implementation Plan and in accordance with the requirements set forth in Sections 10.7 and 10.8 and Schedule 10.13.

10.14 Responsibilities of Requesting carrier.

10.14.1 Requesting carrier shall be responsible for providing to its Customers and to Ameritech a telephone number or numbers that requesting carrier's Customers can use to contact requesting carrier in the event of service or repair requests. If requesting carrier's Customers contact Ameritech with regard to such requests, Ameritech shall inform such Customers that they should call requesting carrier and will provide requesting carrier's contact numbers to such Customers. At requesting carrier's request, Ameritech shall provide a "warm" transfer to requesting carrier of calls it receives from requesting carrier's Customers for service or repair requests at the rates to be agreed upon by the Parties.

10.14.2 Requesting carrier shall provide Ameritech with accurate and complete information regarding requesting carrier's Customers in a method reasonably prescribed by Ameritech to allow Ameritech to keep its Emergency Telephone Number Service database updated, if Ameritech maintains such a database.

10.14.3 Prior to the Effective Date, requesting carrier shall have received and communicated to Ameritech its Carrier Identification Code and its Access Carrier Name Abbreviation or Interexchange Access Customer Code.

10.15 Responsibilities of Ameritech.

Ameritech shall provide access to the following services where Ameritech is the underlying 9-1-1 service provider:

- (i) Universal Emergency Number service, a telephone exchange communication service which includes lines and equipment necessary for answering, transferring and dispatching public emergency telephone calls originated by persons within the telephone Central Office areas arranged for 9-1-1 calling.
- (ii) Basic 9-1-1 service (where available) provides for routing all 9-1-1 calls originated by Customers having telephone numbers beginning with a given Central Office prefix code or codes to a single PSAP equipped to receive those calls.
- (iii) Enhanced 9-1-1 (“**E9-1-1**”) service, which provides additional features to Basic 9-1-1 service, such as selective routing of 9-1-1 calls to a specific PSAP which is selected from the various PSAPs serving Customers within that Central Office area.

Both requesting carrier and its Customers purchasing Resale Service under this Agreement are not charged for calls to the 9-1-1 number, except as provided in any applicable tariff or pursuant to Applicable Law.

10.16 Exchange of Billing Information.

10.16.1 Ameritech shall provide requesting carrier a specific Daily Usage File (“**DUF**”) for Resale Services provided hereunder (“**Customer Usage Data**”). Such Customer Usage Data shall be recorded by Ameritech in accordance with the Ameritech Electronic Billing System (AEBS) and EMR. The DUF shall include specific daily usage, including both Local Traffic and IntraLATA Toll Traffic, in EMR format, for each individual Resale Service and shall include sufficient detail to enable requesting carrier to bill its Customers for Resale Services provided by Ameritech. Ameritech will provide to requesting carrier-detailed specifications which will enable requesting carrier to develop an interface for the exchange of Customer Usage Data. Procedures and processes for implementing the interface will be included in the Implementation Plan. Except as provided in **Section 10.16.4**, no other detailed billing shall be provided by Ameritech to requesting carrier.

10.16.2 Interexchange call detail forwarded to Ameritech for billing, which would otherwise be processed by Ameritech, will be returned to the IXC and will not be passed through to requesting carrier. This call detail will be returned to the IXC with a transaction code indicating that the

returned call originated from a resold account. Billing for 900 and 976 calls or other Information Services Traffic will be passed through when Ameritech records the message. If requesting carrier does not wish to be responsible for 900 and 976 calls, it must order blocking for resold lines. When the IXC records the 900 and 976 calls, the call detail will be returned to the IXC.

Upon requesting carrier's request, Ameritech will recourse charges on 900 and 976 calls to the Information Service provider in accordance with existing agreements with such providers. If the provider will not accept recourse, Ameritech will notify requesting carrier, and requesting carrier, at its option and expense, may pursue any rights which Ameritech may have under such agreements to contest such charge. If requesting carrier elects not to contest such charges or such Information Service provider does not accept the recourse, requesting carrier will promptly pay Ameritech for such charges and the dispute shall be solely between requesting carrier and the Information Service provider.

10.16.3 Requesting carrier shall be responsible for providing all billing information to its Customers who purchase Resale Services from requesting carrier.

10.16.4 Ameritech shall bill requesting carrier for Resale Services provided by Ameritech to requesting carrier pursuant to the provisions of **Article XXVII**. Ameritech shall recognize requesting carrier as the Customer of Record for all Resale Services and will send all notices, bills and other pertinent information directly to requesting carrier. The bill will include sufficient data to enable requesting carrier to (i) bill all charges to its Customers which are not included as Customer Usage Data and (ii) reconcile the billed charges with the Customer Usage Data.

10.17 Use of Service.

10.17.1 Requesting carrier, and not Ameritech, shall be responsible to ensure that its and its Customers' use of the Resale Services comply at all times with Applicable Law. Ameritech may refuse to furnish or may disconnect Resale Services of requesting carrier or, as appropriate to requesting carrier's Customer, when:

- (a) An order is issued by a court, the Commission or any other duly authorized agency, finding that probable cause exists to believe that the use made or to be made of a Resale Service is prohibited by Applicable Law, or
- (b) Ameritech is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by Ameritech is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

The provisions described in this **Section 10.17.1** shall apply only to the specific affected Resale Services.

10.17.2 Termination of Resale Service shall take place after reasonable notice is provided to requesting carrier, or as ordered by a court.

10.17.3 To the extent provided under the Telephone Consumer Protection Act (47 U.S.C. -227) and regulations thereunder, Resale Service shall not be used for the purpose of solicitation by recorded message when such solicitation occurs as a result of unrequested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

10.17.4 The Resale Services shall not be used in any manner that interferes with other persons in the use of their Telecommunications Service, prevents other persons from using their Telecommunications Services, or otherwise impairs the quality of service to other carriers or Ameritech's Customers.

10.17.5 If requesting carrier's use of Resale Services interferes unreasonably with the Resale Services of other carriers or their customers or Ameritech or requesting carrier's Customers, requesting carrier shall be required to take Resale Services in sufficient quantity or of a different class or grade to correct such interference.

ARTICLE XI

NOTICE OF CHANGES -- SECTION 251(c)(5)

If a Party makes (i) a change in its network which will materially affect the interoperability of its network with the other Party or (ii) changes Operations Support Systems functions which affect the operations of the other Party, the Party making the change shall provide reasonable advance written notice of such change to the other Party within such time period as determined by the FCC or the Commission and their respective rules and regulations.

ARTICLE XII

COLLOCATION -- SECTION 251(c)(6)

12.1 Physical Collocation.

Ameritech shall provide to requesting carrier Physical Collocation on its Premises for equipment necessary for Interconnection (pursuant to **Article III**) or for access to unbundled Network Elements (pursuant to **Article IX**), except that Ameritech will provide for Virtual Collocation of such equipment if Ameritech demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. Ameritech shall provide requesting carrier Collocation only for the purpose of Interconnection or access to Ameritech's Network Elements.

12.2 Virtual Collocation in Physical Collocation Space. Where requesting carrier is Virtually Collocated on the Effective Date in a space that was initially prepared for Physical Collocation,

requesting carrier may elect to (i) retain its Virtual Collocation on that Premises and expand that Virtual Collocation according to current procedures and applicable tariffs or (ii) revert to Physical Collocation, in which case requesting carrier shall coordinate with Ameritech for rearrangement of its transmission equipment and facilities, for which Ameritech shall impose no conversion charge. All applicable Physical Collocation recurring charges shall apply.

12.3 Virtual Collocation in Virtual Collocation Space. Where requesting carrier is Virtually Collocated in a space which was initially prepared for Virtual Collocation, requesting carrier may elect to (i) retain its Virtual Collocation in that space and expand that Virtual Collocation according to current procedures and the terms of this Agreement or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation to Physical Collocation at such Premises, in which case requesting carrier shall coordinate the construction and rearrangement with Ameritech of its transmission equipment and facilities for which requesting carrier shall pay Ameritech at the rates set forth at Item VII of the Pricing Schedule. In addition, all applicable Physical Collocation recurring charges shall apply.

12.4 Nondiscriminatory Collocation.

Collocation shall be made available to requesting carrier by Ameritech on a basis that is at parity to the priorities that Ameritech provides to itself, its subsidiaries, Affiliates or other persons. The quality of design, performance, features, functions and other characteristics of Collocation made available to requesting carrier under this Agreement shall be at parity to that which Ameritech provides in its network to itself, its subsidiaries, its Affiliates or other persons.

12.5 Collocation Equipment

12.5.1 Eligible Equipment. Requesting carrier may Collocate equipment necessary for Interconnection, or access to Ameritech's Network Elements including the following types of equipment:

- (a) OLTM equipment;
- (b) multiplexers;
- (c) Digital Cross-Connect Panels;
- (d) Optical Cross-Connect Panels;
- (e) Digital Loop Carrier (utilizing transmission capabilities only);
- (f) Data voice equipment; and

- (g) any other transmission equipment collocated as of August 1, 1996 necessary to terminate basic transmission facilities pursuant to 47 C.F.R.--64.1401 and 64.1402.

12.5.2 Restrictions. Requesting carrier shall not be permitted to Collocate switching equipment or equipment used to provide enhanced services. Requesting carrier may, however, collocate equipment necessary for Interconnection or access to unbundled Network Elements, including equipment to be used for signal regeneration functions ("**hubbing equipment**"), but not switching functions. Additionally, requesting carrier shall be permitted to Collocate for any purpose, or in any manner or method authorized by the Act, the Commission or the FCC.

12.6 Transmission Facility Options. For both Physical Collocation and Virtual Collocation, requesting carrier may either purchase unbundled transmission facilities (and any necessary Cross-Connection) from Ameritech or provide its own or third-party leased transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at Ameritech's Premises.

12.7 Interconnection with other Collocated Carriers.

Upon written request to Ameritech, requesting carrier shall be permitted to Interconnect its network with that of another collocating Telecommunications Carrier at Ameritech's Premises by connecting its collocated equipment to the collocated equipment of the other Telecommunications Carrier via a Cross-Connection or other connecting transmission facilities so long as (i) requesting carrier's and the other collocating Telecommunications Carrier's collocated equipment are both used for Interconnection with Ameritech or for access to Ameritech's Network Elements, (ii) Requesting carrier provides the connection between the equipment in the collocated spaces via a Cross-Connection or other connecting transmission facility that, at a minimum, complies in all respects with Ameritech's technical and engineering requirements and (iii) the connecting transmission facilities of requesting carrier and the other collocating Telecommunications Carrier are contained wholly within space provided solely for Physical Collocation within Ameritech's Premises.

If requesting carrier Interconnects its network with another collocating Telecommunications Carrier pursuant to this **Section 12.7**, requesting carrier shall, in addition to its indemnity obligations set forth in **Article XXV**, indemnify Ameritech for any Loss arising from requesting carrier's installation, use, maintenance or removal of such connection with the other collocated Telecommunications Carrier, to the extent caused by the actions or inactions of requesting carrier.

12.8 Interconnection Points and Cables.

12.8.1 Ameritech shall:

12.8.1.1 provide requesting carrier an Interconnection point or points physically accessible by both Ameritech and requesting carrier, at which the fiber optic cable carrying requesting carrier's circuits can enter Ameritech's Premises; provided that Ameritech shall designate Interconnection Points as close as reasonably possible to Ameritech's Premises;

12.8.1.2 provide at least two (2) such Interconnection points at Ameritech's Premises at which there are at least two (2) entry points for requesting carrier's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points;

12.8.1.3 permit requesting carrier Interconnection of copper or coaxial cable if such Interconnection is first approved by the Commission; and

12.8.1.4 permit requesting carrier Physical Collocation of microwave transmission facilities, except where such Collocation is not practical for technical reasons or because of space limitations, in which case Ameritech shall provide Virtual Collocation of such facilities as required where technically feasible.

12.8.2 When requesting carrier and Ameritech are located in a "condo" building, requesting carrier shall be allowed to locate, in requesting carrier's Wire Center, equipment that normally would have been Collocated in Ameritech's Wire Center to enable requesting carrier to access Ameritech's unbundled Network Elements. Such equipment will be connected to Ameritech's unbundled Network Elements through a mid-span meet arrangement at the DSO, DS1, DS3, OC3, OC12, OC48 and where available, STS-1 rates, subject to any technical limitations on the distance between Wire Centers. Requesting carrier will pay all costs (as defined in Section 252(d) of the Act) relating to any such mid-span meet arrangement and will also be responsible for the connection between requesting carrier's Wire Center and Ameritech's facilities.

12.9 Allocation of Collocation Space.

12.9.1 Requesting carrier may reserve Collocation space for its future use in Ameritech's Premises in accordance with the provisions of **Schedule 12.9.1**. Ameritech shall notify requesting carrier in writing if another Telecommunications Carrier requests Collocation space that is reserved by requesting carrier. Requesting carrier shall within five (5) Business Days of receipt of such notice provide Ameritech either (i) written notice that requesting carrier relinquishes such space or (ii) enforce its reservation of space in accordance with the provisions of **Schedule 12.9.1**. Failure of requesting carrier to respond to Ameritech within the foregoing five (5) Business Day period shall be deemed an election by requesting carrier to relinquish such space.

12.9.2 Ameritech shall not be required to lease or construct additional space in a Premises to provide requesting carrier Physical Collocation when existing space in such Premises has been exhausted.

12.9.3 Requesting carrier will provide Ameritech with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties, in accordance with the planning processes described in **Schedule 12.9.3**. Ameritech will attempt to deliver Collocation pursuant to requesting carrier's forecasts to the extent that Collocation space is then available.

12.10 Security Arrangements. Requesting carrier shall adopt, at the request of Ameritech and at requesting carrier's sole cost and expense, reasonable security arrangements as designated by Ameritech to separate requesting carrier's Collocation space from Ameritech's facilities, including the construction of a collocation cage.

12.11 Subcontractor and Vendor Approval. Ameritech shall permit requesting carrier to subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by Ameritech. Approval of such subcontractors by Ameritech shall be based on the same criteria it uses in approving contractors for its own purposes. In addition, Ameritech shall allow requesting carrier to have an Ameritech-approved vendor install updates to collocated equipment, including software updates.

12.12 Delivery of Collocated Space.

12.12.1 Ameritech shall provide requesting carrier with a single point of contact for all inquiries regarding Collocation. Requesting carrier shall request space for Collocation by delivering a written request to Ameritech. Each request for Collocation shall include (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) the interoffice transmission facilities requesting carrier will require for such space, (iv) the equipment to be housed in such space, (v) requesting carrier's anticipated power requirements for the space, (vi) any extraordinary additions or modifications (i.e., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate requesting carrier's collocated equipment, (vii) the specific level of diversity for fiber and power cabling to and from the Collocated space and (viii) the date on which requesting carrier intends to initiate service from such space. Ameritech shall notify requesting carrier in writing within ten (10) Business Days of receiving requesting carrier's request for Collocation as to whether the requested space is available. If space is not available for Physical Collocation, Ameritech shall specify in its notice to requesting carrier when space for Physical Collocation will be made available to requesting carrier and shall offer to requesting carrier Virtual Collocation Space in accordance with **Section 12.12.3**. If intraoffice facilities will not be available for Collocation of initial service within three (3) months of receipt of requesting carrier's payment of the Initial COBO fee for Physical Collocation, or twelve (12) weeks after receipt of requesting carrier's request for Virtual Collocation pursuant to **Section 12.12.1**, then Ameritech shall provide written notification, within ten (10) Business Days after the initial walkthrough, as to when the intraoffice facilities will be made available.

12.12.2 Physical Collocation.

- (a) If space for Physical Collocation is immediately available at the time of requesting carrier's request, Ameritech shall include in its notice to requesting carrier (i) the space to be provided and (ii) whether Ameritech can deliver the space to requesting carrier by the date set forth in **Section 12.12.2(c)**.
- (b) If requesting carrier's requested Physical Collocation space is available, Ameritech and requesting carrier shall have an initial walkthrough of such space within ten (10)

Business Days after Ameritech's receipt of requesting carrier's Initial COBO Payment. Ameritech shall, within ten (10) Business Days after such initial walkthrough, provide documentation submitted to and received from contractors for any work being done on behalf of requesting carrier that will be billed as extraordinary expenses and provide for a parallel installation sequence.

- (c) Ameritech shall deliver to requesting carrier the requested space on or before the later of (i) one hundred twenty (120) days from Ameritech's receipt of requesting carrier's request for Collocation, (ii) ninety (90) days from the receipt of requesting carrier's Initial COBO Payment (as provided on **Schedule 12.12**) and (iii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to requesting carrier such space within the foregoing intervals (such date of delivery referred to as the **"Delivery Date"**).
- (d) Physical Collocation space ordered by requesting carrier will be made available to requesting carrier by Ameritech as more fully described in **Section 1** of **Schedule 12.12**.
- (e) If Ameritech does not provide requesting carrier with its Collocated space by the Delivery Date and such delay is caused directly by Ameritech's actions or its failure to act (and not by an requesting carrier Delaying Event), requesting carrier shall receive a credit of 1/120th of its COBO payment for each day after the applicable Delivery Date that such Collocated space is not made available.
- (f) Ameritech may begin billing requesting carrier for recurring charges for the Collocated space on the date such space is made available to requesting carrier for occupancy (the **"Occupancy Date"**). Requesting carrier shall vacate the Collocated space if either (i) requesting carrier fails to install within ninety (90) days of the Occupancy Date the equipment necessary for Interconnection and/or access to unbundled Network Elements to be housed in such space or (ii) requesting carrier fails to Interconnect to the Ameritech network within one hundred fifty (150) days of the Occupancy Date. If requesting carrier is required to vacate the space pursuant to this **Section 12.12.2(f)**, requesting carrier shall vacate such space within ninety (90) Business Days of the earliest to occur of the foregoing events. If, after vacating a space, requesting carrier still requires Collocation in that Premises, requesting carrier shall be required to submit a new request for Collocation pursuant to the provisions of **Section 12.12.1**.
- (g) Physical Collocation will be subject to the additional rules and regulations set forth in **Section 2.0** of **Schedule 12.12**, and requesting carrier shall pay all costs to provide such Collocation.

- (h) Ameritech shall provide positive confirmation to requesting carrier when construction of requesting carrier Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.
- (i) At requesting carrier's request Ameritech shall provide, within three (3) months after receiving requesting carrier's Initial COBO Payment, equipment node enclosures at a height of eight (8) feet, without ceiling. Where Ameritech cannot feasibly provide requesting carrier with equipment node enclosures within such three (3) month period, Ameritech shall notify requesting carrier of this fact within ten (10) Business Days from the receipt of requesting carrier's request. The Parties shall then negotiate a reasonable time frame.
- (j) After completion of construction, requesting carrier and Ameritech will complete an acceptance walkthrough of all Collocated space requested from Ameritech. Exceptions that are noted during this acceptance walkthrough shall be corrected by Ameritech within thirty (30) days after the walkthrough. Ameritech shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from requesting carrier's original request for Collocation shall be at Ameritech's expense, subject to any change orders requested by requesting carrier.

12.12.3 Virtual Collocation.

- (a) If requesting carrier requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and requesting carrier elects Virtual Collocation, and such Virtual Collocation is available at the time of requesting carrier's request, Ameritech shall include in its notice to requesting carrier described in **Section 12.12.1**, (i) the space to be provided and (ii) whether Ameritech can deliver the space to requesting carrier by the date set forth in **Section 12.12.3(c)**.
- (b) Ameritech and requesting carrier will have an initial walkthrough of the Collocated space to be provided to requesting carrier for Virtual Collocation on the earlier of (i) ten (10) Business Days of Ameritech's verification of the Virtual Collocation space to be provided to requesting carrier and (ii) fourteen (14) calendar days after Ameritech's receipt of requesting carrier's request for Virtual Collocation. Ameritech shall within ten (10) Business Days after such walkthrough provide requesting carrier with (i) documentation submitted to and received from contractors for any work being done on behalf of requesting carrier that will be billed as extraordinary expenses and (ii) a parallel installation sequence.

- (c) Ameritech shall deliver to requesting carrier the requested space on or before the later of (i) twelve (12) weeks from Ameritech's receipt of requesting carrier's request for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to requesting carrier such space within twelve (12) weeks (such date of delivery referred to as the **"Delivery Date"**) and Ameritech notified requesting carrier of this fact within ten (10) Business Days from Ameritech's receipt of requesting carrier's request.
- (d) Virtual Collocation space ordered by requesting carrier will be made available to requesting carrier by Ameritech, as more fully described in **Section 3** of **Schedule 12.12**.
- (e) Ameritech shall provide positive confirmation to requesting carrier when construction of requesting carrier-located space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and the Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.
- (f) After completion of construction, requesting carrier and Ameritech will complete an acceptance walkthrough of all Collocated space requested from Ameritech. Exceptions that are noted during this acceptance walkthrough shall be corrected by Ameritech within thirty (30) days after the walkthrough. Ameritech shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from the original request for Collocation shall be at Ameritech's expense, subject to any charge orders requested by requesting carrier.
- (g) Ameritech shall install cross-connects when cross-connecting for thru connect purposes as directed by requesting carrier at the rates provided at Item VII of the Pricing Schedule.

12.13 Pricing. The prices charged to requesting carrier for Collocation are set forth at Item VII of the Pricing Schedule.

12.14 Billing. Ameritech shall bill requesting carrier for Collocation pursuant to the requirements of **Article XXVII** to this Agreement.

12.15 Common Requirements. The requirements set forth on **Schedule 12.15** shall be applicable to both Physical and Virtual Collocation.

12.16 Additional Requirements. The additional requirements set forth on **Schedule 12.16** shall be applicable to Physical Collocation.

12.17 Protection of Service and Property. Both Parties shall exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or Customers, or their property. Both Parties, their employees, agents, and representatives agree to take reasonable and prudent steps to ensure the adequate protection of the other Party's property and services, including:

12.17.1 Ameritech and requesting carrier shall restrict access to requesting carrier equipment, support equipment, systems, tools and data, or spaces which contain or house requesting carrier equipment enclosures, to requesting carrier employees and other authorized non-requesting carrier personnel to the extent necessary to perform their specific job function.

12.17.2 Requesting carrier shall comply at all times with security and safety procedures and existing requirements that are defined by Ameritech and communicated to requesting carrier.

12.17.3 Ameritech shall allow requesting carrier periodically to inspect or observe spaces which house or contain requesting carrier equipment or equipment enclosures and furnish requesting carrier with keys, entry codes, lock combinations, and other materials or information which may be needed to gain entry into any secured requesting carrier space, subject to **Section 12.17.2** and **Article XX** and, in the case of Virtual Collocation, payment by requesting carrier of the cost of Ameritech escorts.

12.17.4 For Physical Collocation, Ameritech shall furnish to requesting carrier a current written list of Ameritech's employees who Ameritech authorizes to enter requesting carrier's Physical Collocation space, with samples of the identifying credential to be carried by such persons.

12.17.5 Ameritech shall secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that Ameritech secures external access to spaces that house Ameritech's equipment.

12.17.6 For Physical Collocation, Ameritech shall limit the keys used in its keying systems for requesting carrier's specific Physical Collocation space which contain or house requesting carrier equipment or equipment enclosures to its employees and representatives to emergency access only. Requesting carrier shall further have the right, at its expense, to have locks changed where deemed necessary for the protection and security of such spaces, provided that requesting carrier shall immediately provide Ameritech with such new keys.

12.17.7 Ameritech shall use its existing back-up and recovery plan in accordance with its standard policies for the specific Central Office.

12.18 Standards of Performance.

Ameritech shall provide Collocation to requesting carrier in accordance with the service levels, procedures and intervals to be agreed upon by the Implementation Team.

ARTICLE XIII
NUMBER PORTABILITY -- SECTION 251(b)(2).

13.1 Provision of Local Number Portability.

Each Party shall provide to the other Party, to the extent technically feasible, Local Number Portability in accordance with the requirements of the Act. To the extent technically feasible, Local Number Portability will be provided by each Party with minimum impairment of functionality, quality, reliability and convenience to subscribers of the other Party's services.

13.2 Interim Number Portability ("INP").

The Parties agree to provide INP on a reciprocal basis between their networks to enable their Customers to utilize telephone numbers associated with a Telephone Exchange Service provided by one Party, in conjunction with a Telephone Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Telephone Exchange Service and activation of the second Telephone Exchange Service. The Parties shall provide reciprocal INP via remote call forwarding ("**RCF**"), Direct Inward Dialing ("**DID**") or through NXX Migration; provided, in each case that the Customer whose telephone number is subject to INP remains within the same serving Rate Center; provided further that if the applicable Rate Center is divided into rate districts, then such telephone number must remain within the same serving rate district.

13.3 Remote Call Forwarding ("RCF").

13.3.1 If a Telephone Exchange Service Customer of Party A elects to become a Telephone Exchange Service Customer of Party B, such a Customer may elect to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it shall now receive from Party B. Provided that Party B has complied with the requirements of **Section 10.11.1** and has issued an associated service order to Party A to assign the number to Party B, Party A shall implement an arrangement whereby all calls to the original telephone number(s) shall be forwarded on a multiple-path basis to a new telephone number(s) designated by Party B. Party A shall route the forwarded traffic to Party B over the appropriate trunks as if the call were a call which had originated on Party A's network.

13.3.2 Party B shall become the Customer of Record for the original Party A's telephone number(s), subject to the RCF or DID arrangements. Party A shall use its reasonable efforts to provide Party B with a consolidated billing statement for all collect and billed-to-3rd-number calls associated with those numbers, with sub-account detail by retained number. Such billing statement shall be delivered in a mutually agreed format via either paper, Electronic File Transfer, daily magnetic tape or monthly magnetic tape. Party A shall provide to Party B the Electronic Message Record ("**EMR**") containing detailed records associated with the calls reflected on the billing statement, as generated by the Ameritech Electronic Billing System ("**AEBS**").

13.3.3 Party A may cancel line-based calling cards and shall, as directed by Party B, update its LIDB listings for retained numbers subject to RCF or DID. Ameritech will include billing number information associated with numbers used for INP arrangements in its LIDB and will store and administer such data in the same manner as Ameritech's data for its Customers. Ameritech shall provide responses to on-line queries to the stored information for the purpose of calling card validation, fraud control and billed numbers screening without charge.

13.3.4 If a Customer elects to move its Telephone Exchange Service back to Party A during the continuance of the RCF or DID arrangement, Party B shall notify Party A of the Customer's termination of service with Party B and the Customer's instructions regarding its telephone number(s) within two (2) Business Days of receiving notification from the Customer. Subject to procedures generally performed by Party A for potential new Customers (e.g., credit checks, receipts of deposit), Party A shall reinstate service to the Customer, cancel the RCF or DID arrangement, or redirect the RCF or DID arrangement pursuant to the Customer's instructions at that time.

13.3.5 For ported numbers using RCF, requesting carrier shall provide in the 9-1-1 information requesting carrier provides to Ameritech under this Agreement both the ported number and requesting carrier's RCF number if requesting carrier has provided such RCF number to Ameritech. Ameritech shall include such information, if provided by requesting carrier, in the PSAP database to the extent that the database is capable of storing both numbers.

13.4 Direct Inward Dialing. DID service provides trunk-side access to End Office Switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. In addition, direct facilities are required from the End Office where a ported number resides to the End Office serving the ported Customer. Transport mileage will be calculated as the airline distance between the End Office where the number is ported and the Interconnection Wire Center using the V&H coordinate method. INP-DID must be established with a minimum configuration of two (2) channels and one (1) unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for INP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. INP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where INP-DID service is required from more than one (1) Wire Center or from separate trunk groups within the same Wire Center, such service provided from each Wire Center or each trunk group within the same Wire Center shall be considered a separate service.

13.5 NXX Migration. Where a Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned (or subsequently reassigned, in the case of subsequent carrier changes) in the LERG (and associated industry

databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to standard industry lead-times for movements of NXXs from one switch to another. In the interim period, prior to the effective date of LERG reassignment, the existing method of INP will be used.

13.6 Other Interim Number Portability Provisions.

13.6.1 Each Party shall disclose to the other Party, upon request, any technical or capacity limitations that would prevent use of a requested INP implementation in a particular switching office. Both Parties shall cooperate in the process of porting numbers to minimize Customer out-of-service time.

13.6.2 The Parties shall cooperate in conducting testing to ensure interconnectivity between systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and shall, at mutually agreeable times, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

13.6.3 Neither Party shall be required to provide Number Portability for nongeographic services (e.g., 500 and 900 NPAs, 976 NXX number services and coin telephone numbers) under this Agreement.

13.6.4 Ameritech and requesting carrier will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at parity with that provided by Ameritech to its Customers.

13.7 Compensation on Traffic to INP'ed Numbers. The Parties agree that, under INP, transport and terminating compensation on calls to INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this **Section 13.7**, whereby transport and terminating compensation on calls subject to INP will be passed from the Party (the **"Performing Party"**) which performs the INP to the other Party (the **"Receiving Party"**) for whose Customer the INP is provided.

13.7.1 The Parties shall individually and collectively track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are INP'ed numbers. The Receiving Party shall charge the Performing Party for each minute of INP traffic at the INP Traffic Rate specified in **Section 13.7.3** in lieu of any other compensation charges for terminating such traffic.

13.7.2 By the Interconnection Activation Date in each LATA, the Parties shall jointly estimate for the prospective year, based on historic data of all traffic in the LATA, the percentages of such traffic that, if dialed to telephone numbers bearing NPA-NXXs directly assigned to a Receiving Party (as opposed to the INP'ed number), would have been subject to (i) Reciprocal Compensation (**"Recip**

Traffic’), (ii) intrastate FGD charges (**“Intra Traffic”**), or (iii) interstate FGD charges (**“Inter Traffic”**).

On the date which is six (6) months after the Interconnection Activation Date, and thereafter on each succeeding six (6)-month anniversary of such Interconnection Activation Date, the Parties shall establish new INP traffic percentages to be applied in the prospective six (6)-month period, based on actual INP traffic percentages from the preceding six (6)-month period. The Parties may agree to adopt a different methodology to calculate INP traffic percentages, including identifying components different from or in addition to those set forth in this **Section 13.7.2**.

13.7.3 The INP Traffic Rate shall be equal to the sum of:

(Recip Traffic percentage times the Reciprocal Compensation Rate set forth at Item II of the Pricing Schedule) plus (Intra Traffic percentage times the Receiving Party's effective intrastate FGD rates) plus (Inter Traffic percentage times the Receiving Party's effective interstate FGD rates).

Interstate and intrastate FGD rates shall be calculated utilizing the effective interstate and intrastate carrier common line (CCL) rates, residual interconnection charge (RIC) rate elements, local switching (LS) rate elements, one-half the local transport termination (LTT) rate elements, and one-half the local transport facility (LTF) rate elements (assuming a five (5)-mile LTF).

13.8 Pricing For Interim Number Portability. Each Party shall comply with the methodology (including recordkeeping) established by the FCC or the Commission with respect to such Party's recovery in a competitively neutral manner of its costs to provide Interim Number Portability. To the extent permitted by the FCC or the Commission, such costs shall include a Party's costs to deliver calls between the other Party's Customers via Number Portability.

13.9 Permanent Number Portability. The Parties shall migrate from RCF or DID to Permanent Number Portability as soon as practically possible but no later than the date provided for by the FCC. The Parties shall provide Permanent Number Portability on a reciprocal basis to each other in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission.

13.10 Other INP Methods.

Other methods of providing INP, to the extent technically feasible, may be provided pursuant to a Bona Fide Request.

ARTICLE XIV

DIALING PARITY -- SECTIONS 251(b)(3) and 271(e)(2)(B)

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act, except as may be limited by Section 271(e)(2)(B) of the Act.

ARTICLE XV

DIRECTORY LISTINGS -- SECTION 251(b)(3)

15.1 Directory Listings. Ameritech shall cause the Publisher to include Primary Listings of requesting carrier's Customers ("**Requesting Carrier Directory Customers**") in its White Pages Directories under the following terms and conditions:

15.1.1 Publisher will publish the Primary Listing of requesting carrier Directory Customers located within the geographic scope of Publisher's directories at no charge.

15.1.2 Listings of such requesting carrier Directory Customers will be interfiled with listings of subscribers of Ameritech and other LECs serving the same geographic area where such listings are included within a directory.

15.1.3 Publisher shall provide requesting carrier with a copy of such listings prior to publication in such form and format as may be mutually agreed to by the Parties. Both Parties shall use their best efforts to ensure the accurate listing of such information.

15.1.4 Ameritech or its Publisher must receive all Primary Listings of requesting carrier Directory Customers prior to the service order close date for the directory in which those listings are to appear. Ameritech or its Publisher will provide requesting carrier with appropriate service order close dates within thirty (30) days of this information becoming available.

15.1.5 Publisher may include, at no charge, Primary Listings of requesting carrier Directory Customers and provided to Ameritech or its Publisher in other directories published by Publisher or its Affiliate.

15.1.6 Nothing in this Agreement shall restrict Ameritech's Publisher's authority as publisher of the directories from altering the geographic scope, directory life, headings, content or format of the directories. Publisher will provide information on such alterations at the same time such information is provided to Ameritech.

15.2 Listing and Listing Updates. Requesting Carrier will provide requesting carrier Directory Customer Listings and Listing Updates to Ameritech or its Publisher on a nonexclusive basis as follows:

15.2.1 Requesting carrier shall provide its requesting carrier Directory Customer Listings to Ameritech or its Publisher in a mutually agreeable form and format. Requesting carrier acknowledges that Ameritech or its Publisher may impose a charge for changes to requesting carrier Directory Customer Listings previously provided by requesting carrier to Ameritech or its Publisher.

15.2.2 Within one (1) Business Day of installation, disconnection or other change in service (including change of nonlisted or nonpublished status) affecting the directory assistance database or the directory listing of an requesting carrier Directory Customer, requesting carrier shall provide Listing

Updates to Ameritech or its Publisher in a form and format acceptable to Publisher. Listing Updates on requesting carrier Directory Customers are to be provided to Ameritech and Listing Updates for facilities-based Customers of requesting carrier shall be provided to Publisher.

15.2.3 Requesting carrier will cooperate with Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of requesting carrier's Listing Updates to Publisher, which process shall be available for joint testing within six (6) months of the Effective Date.

15.2.4 Publisher or Ameritech may sell or license the use of Customer Listings, or Listing Updates to third persons without the prior written consent of requesting carrier; provided, however, that Publisher or Ameritech will not:

- (a) disclose nonlisted name and address information to any third person, except as may be necessary to undertake delivery of directories, or to perform other services contemplated under this Agreement;
- (b) disclose to any third person the identity of a Customer's or resale Customer's LEC;
- (c) sell or license such Customer listing information sorted by carrier; or
- (d) disclose listing information for individual cases where requesting carrier has notified Ameritech to include listing for third party publication.

15.2.5 Publisher shall provide initial and secondary delivery of appropriate White Page Directories for resale Customers of requesting carrier on the same basis as Publisher delivers White Pages Directories to Ameritech's retail Customers. Publisher and requesting carrier may enter into a separate directory services agreement which, among the services provided, would include the delivery of White Page Directories to facilities-based Customers of requesting carrier.

ARTICLE XVI
ACCESS TO POLES, DUCTS, CONDUITS AND
RIGHTS-OF-WAY -- SECTIONS 251(b)(4) AND 224

16.1 Structure Availability.

16.1.1 Ameritech shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way (individually and collectively, **“Structure”**) owned or controlled by Ameritech for the placement of requesting carrier's wires, cables and related facilities (individually and collectively, **“Attachments”**). **“Rights-of-way”** means (i) a legal interest of Ameritech in property of others, such as an easement or license, suitable for use for communications distribution facilities or (ii) Ameritech's own or leased property if such property is used for communications distribution facilities; provided, however until such time as may be ordered otherwise by the FCC or Commission, it does not generally include controlled environment vaults, remote equipment buildings, huts or enclosures, cross-connect cabinets, panels and boxes, equipment closets or enclosures in buildings, or any like or similar equipment enclosures or locations, or the ducts or conduit connecting any of the foregoing to manholes or conduit runs between manholes. The availability of Ameritech Structure for requesting carrier's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent with **Section 16.19**, all interests in property granted by persons or entities public or private, and Applicable Law, and all terms, conditions and limitations of any or all of the foregoing, by which Ameritech owns and controls Structure or interests therein.

16.1.2 Ameritech will not make Structure available: (1) where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, and (2) an Attachment cannot be accommodated based upon nondiscriminatorily applied considerations of safety, reliability or engineering principles. For purposes of this **Article XVI**, **“Insufficient Capacity”** means the lack of existing available space on or in structure and the inability to create the necessary space by taking all reasonable steps to do so. Before denying a request for access based upon Insufficient Capacity, Ameritech will, in good faith, explore potential accommodations with requesting carrier. If Ameritech denies a request by requesting carrier for access to its Structure for Insufficient Capacity, safety, reliability or engineering reasons, Ameritech will provide requesting carrier a detailed, written reason for such denial as soon as practicable but in any event within forty-five (45) days of the date of such request.

16.2 Franchises, Permits and Consents. Requesting carrier shall be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its Attachments at the location of the Ameritech Structure it uses. Requesting carrier shall indemnify Ameritech against loss directly resulting from any actual lack of requesting carrier's lawful authority to occupy such Rights-of-way and construct its Attachments therein.

16.3 Access and Modifications. Where necessary to accommodate a request for access of requesting carrier, and provided Ameritech has not denied access as described in Section 16.1.2, or because Ameritech may not lawfully make the Structure available, Ameritech will, as set forth below, modify its Structure in order to accommodate the Attachments of requesting carrier. If Ameritech and requesting carrier are unable to agree on a reasonable cost or time frame for the completion of access-related work, Ameritech may permit requesting carrier to conduct Field Survey Work and Make Ready Work itself or through its own contractors in circumstances where Ameritech is unable to complete such work in a reasonable time frame.

16.3.1 Before commencing the work necessary to provide such additional capacity, Ameritech will notify all other parties having Attachments on or in the Structure of the proposed modification to the Structure. The modification to accommodate requesting carrier, may at Ameritech's option, include modifications required to accommodate other attaching parties, including Ameritech, that desire to modify their Attachments.

16.3.2 If requesting carrier requests access to an Ameritech Right-of-way where Ameritech has no existing Structure, Ameritech shall not be required to construct new poles, conduits or ducts, or to bury cable for requesting carrier but will be required to make the Right-of-way available to requesting carrier to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if Ameritech desires to extend its own Attachments, Ameritech will construct Structure to accommodate requesting carrier's Attachments.

16.3.3 The costs of modifying a Structure to accommodate requesting carrier's request, the requests of another attaching party or the needs of Ameritech shall be borne by requesting carrier, the other requesting party or Ameritech, respectively, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of modification proportionately with the party initiating the modification. An attaching party, including Ameritech, with a pre-existing Attachment to the Structure to be modified to accommodate requesting carrier shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its Attachment. If a party, including Ameritech, uses the modification to bring its Structure or Attachments into compliance with applicable safety or other requirements, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, an attaching party or Ameritech with a pre-existing Attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its Attachment if such rearrangement or replacement is necessitated solely as a result of an additional Attachment or the modification of an existing Attachment sought by another attaching party. If an attaching party, including Ameritech, makes an Attachment to the facility after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.

16.3.4 All modifications to Ameritech's Structure will be owned by Ameritech. Requesting carrier and other parties, including Ameritech, who contributed to the cost of a modification, may recover their proportionate share of the depreciated value of such modifications from parties subsequently seeking

Attachment to the modified structure. Any necessary procedures with respect to a Party's recovery of its proportionate share of the value of any modifications shall be as prescribed by the Implementation Team.

16.4 Installation and Maintenance Responsibility. Requesting carrier shall, at its own expense, install and maintain its Attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by Ameritech or by other attaching parties. Work performed by requesting carrier on, in or about Ameritech's Structures shall be performed by properly trained, competent workmen skilled in the trade. Ameritech will specify the location on the Structure where requesting carrier's Attachment shall be placed, which location shall be designated in a nondiscriminatory manner. Requesting carrier shall construct each Attachment in conformance with the permit issued by Ameritech for such Attachment. Other than routine maintenance and service wire Attachments, requesting carrier shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefore. Requesting carrier shall provide Ameritech with notice before entering any Structure for construction or maintenance purposes.

16.5 Installation and Maintenance Standards. Requesting carrier's Attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the ||National Electrical Code, National Electrical Safety Code, Bellcore Construction Practices, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

16.6 Implementation Team. The Implementation Team to be formed pursuant to Article XVIII shall develop cooperative procedures for implementing the terms of this Article XVI and to set out such procedures in the Implementation Plan. The Parties, through the Implementation Team, shall develop mutually agreeable intervals for completion of process steps in providing requesting carrier access to Ameritech's Structure and appropriate penalties for failure to timely complete process steps for which fixed intervals or negotiated intervals have been assigned. Ameritech will provide requesting carrier with access to information regarding the provision of access to Ameritech's Structure which will be sufficient for requesting carrier to verify that Ameritech is providing requesting carrier with access to its Structure that is comparable to that provided by Ameritech to itself, its subsidiaries, Affiliates and other persons requesting access to Ameritech's Structure.

16.7 Access Requests. Any request by requesting carrier for access to Ameritech's Structure shall be in writing and submitted to Ameritech's Structure Leasing Coordinator. Ameritech may prescribe a reasonable process for orderly administration of such requests. Requesting carrier's Attachment to Ameritech's Structure shall be pursuant to a permit issued by Ameritech for each request for access.

16.8 Unused Space. Excepting maintenance ducts as provided in Section 16.9 and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned or controlled by Ameritech shall be available for the Attachments of requesting carrier, Ameritech or other providers of Telecommunications Services or cable television systems. Requesting carrier may not reserve space on Ameritech Structure for its future needs. Ameritech shall not reserve space on Ameritech

Structure for the future need of Ameritech nor permit any other person to reserve such space. Notwithstanding the foregoing, requesting carrier may provide Ameritech with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

16.9 Maintenance Ducts. One duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. Maintenance ducts shall be made available to requesting carrier for maintenance purposes if it has a corresponding Attachment.

16.10 Applicability. The provisions of this Agreement shall apply to all Ameritech Structure now occupied by requesting carrier except for structures covered in the provisions of requesting carrier - Ameritech Easement or Condominium Agreements listed in **Schedule 16.10**.

16.11 Other Arrangements. Requesting's use of Ameritech Structure is subject to any valid, lawful and nondiscriminatory arrangements Ameritech may now or hereafter have with others pertaining to the Structure.

16.12 Cost of Certain Modifications. If Ameritech is required by a governmental entity, court or Commission to move, replace or change the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities. However, if such alteration is required solely due to Ameritech's negligence in originally installing the structure, Ameritech shall be responsible for requesting carrier's expenses.

16.13 Maps and Records. Ameritech will provide requesting carrier, at requesting carrier's request and expense, with access to maps, records and additional information relating to its Structure. Upon request, Ameritech will meet with requesting carrier to clarify matters relating to maps, records or additional information. Ameritech does not warrant the accuracy or completeness of information on any maps or records.

16.14 Requesting Carrier Access. Requesting carrier shall provide Ameritech with notice before entering any Ameritech Structure.

16.15 Occupancy Permit. Requesting carrier occupancy of Structure shall be pursuant to a permit issued by Ameritech for each requested Attachment. Any such permit shall terminate (a) if requesting carrier's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated, (b) if requesting carrier has not placed and put into service its Attachments within one hundred eighty (180) days from the date Ameritech has notified requesting carrier that such Structure is available for requesting carrier's Attachments, (c) if requesting carrier ceases to use such Attachment for any period of one hundred eighty (180) consecutive days, (d) if requesting carrier fails to comply with a material term or condition of this **Article XVI** and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from Ameritech or (e) if Ameritech ceases to have the right or authority to maintain its Structure, or any part thereof, to which requesting carrier has Attachments. If Ameritech ceases to have the right or authority to maintain its Structure, or any part thereof, to which

requesting carrier has Attachments, Ameritech shall (i) provide requesting carrier notice within ten (10) Business Days after Ameritech has knowledge of such fact and (ii) not require requesting carrier to remove its Attachments from such Structure prior to Ameritech's removal of its own attachments. Ameritech will provide requesting carrier with at least sixty (60) days' written notice prior to (x) terminating a permit or service to an requesting carrier Attachment or removal thereof for a breach of the provisions of this **Article XVI**, (y) any increase in the rates for Attachments to Ameritech's Structure permitted by the terms of this Agreement, or (z) any modification to Ameritech's Structure to which requesting has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency. If requesting carrier surrenders its permit for any reason (including forfeiture under the terms of this Agreement), but fails to remove its Attachments from the Structure within one hundred eighty (180) days after the event requiring requesting carrier to so surrender such permit, Ameritech shall remove requesting carrier's Attachments at requesting carrier's expense.

16.16 Inspections. Ameritech may make periodic inspections of any part of the Attachments of requesting carrier located on Ameritech Structures. Inspections shall be made to (i) ensure that requesting carrier's Attachments have been constructed in accordance with the applicable permit and do not violate any other attaching party's rights on the Structure and (ii) ensure that requesting carrier's Attachments are subject to a valid permit and conform to all applicable standards as set forth in **Section 16.5**. Where reasonably practicable to do so, Ameritech shall provide prior written notice to requesting carrier of such inspections.

16.17 Damage to Attachments. Both requesting carrier and Ameritech will exercise precautions to avoid damaging the Attachments of the other or to any Ameritech Structure to which requesting carrier obtains access hereunder. Subject to the limitations in **Article XXVI**, the Party damaging the Attachments of the other shall be responsible to the other therefor.

16.18 Charges. Ameritech's charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC pursuant to Section 224 of the Act. Prior to the establishment of such rates, Ameritech's charges for Structure will be those of the lowest existing contract available to an attaching party in the State of Illinois, including any Affiliate of Ameritech. The charges as of the Effective Date are set forth at Item VIII of the Pricing Schedule and Ameritech reserves the right to periodically adjust such charges consistent with the foregoing. A deposit shall be required for map preparation, make-ready surveys and Make-Ready Work.

16.19 Nondiscrimination. Except as otherwise permitted by Applicable Law, access to Ameritech-owned or -controlled Structure shall be provided to requesting carrier on a basis that is nondiscriminatory to that which Ameritech provides to itself, its Affiliates, Customers, or any other person.

16.20 Interconnection.

16.20.1 Upon request by requesting carrier, Ameritech will permit the interconnection of ducts or conduits owned by requesting carrier in Ameritech manholes. However, such interconnection in Ameritech manholes will not be required where modification of Ameritech's Structure to accommodate requesting carrier's request for interconnection is possible.

16.20.2 Except where required herein, requests by requesting carrier for interconnection of requesting carrier's Attachments in or on Ameritech Structure with the Attachments of other attaching parties in or on Ameritech Structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this **Article XVI** for and reasons of insufficient Capacity, safety, reliability and engineering. Ameritech will provide a written response to requesting carrier's request within forty-five (45) days of Ameritech's receipt of such request.

16.20.3 Requesting carrier shall be responsible for the costs of any Make-Ready Work required to accommodate any interconnection pursuant to **Section 16.20**.

16.21 Cost Imputation. Ameritech will impute costs consistent with the rules under Section 224(g) of the Act.

16.22 Structure Leasing Coordinator. Requests for access to Ameritech Structure shall be made through Ameritech's Structure Leasing Coordinator, who shall be requesting carrier's single point of contact for all matters relating to requesting carrier's access to Ameritech's Structure. The Structure Leasing Coordinator shall be responsible for processing requests for access to Ameritech's Structure, administration of the process of delivery of access to Ameritech's Structure and for all other matters relating to access to Ameritech's Structure.

16.23 State Regulation. The terms and conditions in this **Article XVI** shall be modified through negotiation between the Parties to comply with the regulations of the state in which Ameritech owns or controls Structure to which requesting carrier seeks access if such state meets the requirements of Section 224(c) of the Act for regulating rates, terms and conditions for pole attachments and so certifies to the FCC under Section 224(c) of the Act and the applicable FCC rules pertaining hereto. Until the terms and conditions of this **Article XVI** are renegotiated, the rules, regulations and orders of such state so certifying shall supersede any provision herein inconsistent therewith.

16.24 Abandonments, Sales or Dispositions. Ameritech shall notify requesting carrier of the proposed abandonment, sale, or other intended disposition of any Structure. In the event of a sale or other disposition of the conduit system or pole, Ameritech shall condition the sale or other disposition subject to the rights granted to requesting carrier hereunder.

16.25 Standards of Performance.

Ameritech shall provide Structures to requesting carrier in accordance with the service levels, procedures and intervals to be agreed upon by the Implementation Team.

ARTICLE XVII REFERRAL ANNOUNCEMENT

When a Customer changes its service provider from Ameritech to requesting carrier, or from requesting carrier to Ameritech, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement (“**Referral Announcement**”) on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to both the other Party and the Customer, for a period of four (4) months after the date the Customer changes its telephone number in the case of business Customers and sixty (60) days after the date the Customer changes its telephone number in the case of residential Customers. However, if either Party provides Referral Announcements for a period different (either shorter or longer) than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

ARTICLE XVIII IMPLEMENTATION TEAM AND IMPLEMENTATION PLAN

18.1 Implementation Team. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications and standards that will promote the Parties' provision of Telecommunications Services to their respective Customers. Accordingly, the Parties agree to form a team (the “**Implementation Team**”) which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary for the provision of the services and the specific implementation of each Party's obligations hereunder. Within five (5) days after the Effective Date, each Party shall designate, in writing, not more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives on the Implementation Team by delivering written notice thereof to the other Party. The processes described in this **Article XVIII** and agreement reached by the Parties in the Implementation Plan shall not (i) relieve either Party of its obligations to perform any duties under this Agreement, the Act or any obligation which must be performed by January 1, 1997 as imposed by the FCC or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

18.2 Implementation Plan. Within ninety (90) days after the Effective Date, the Implementation Team shall reach agreements on items to be included in the operations manual (the “**Implementation Plan**”), which shall include (i) processes, and procedures, and milestone agreements reached by the Implementation Team, (ii) documentation of the various items described in this Agreement

which are to be included in the Implementation Plan, including the following matters, and (iii) any other matters agreed upon by the Implementation Team:

- (1) A Plan as provided in **Section 8.1**;
- (2) Access to all necessary OSS functions, including interfaces and gateways;
- (3) Procedures that specify the requisite time period(s) in which Ameritech shall give requesting carrier notice and the applicable information and specifications regarding any changes to interfaces of the OSS functions;
- (4) Escalation procedures for provisioning and maintenance;
- (5) Single points of contact for provisioning and maintenance;
- (6) Service ordering and provisioning procedures, including provision of the trunks and facilities;
- (7) Provisioning and maintenance support;
- (8) Conditioning of Collocation spaces and maintenance of Virtually Collocated equipment;
- (9) Procedures and processes for Directories and Directory Listings;
- (10) Service referral procedures, including procedures for handling misdirected inquiries and calls and procedures for handling out-of-service or irate Customers;
- (11) Training;
- (12) Billing, including measurements, rating and validation process;
- (13) Network planning components, including system architecture, planning SONET equipment configuration, fiber hand-off, test and acceptance of SONET ring, trunking, signaling, and augment process;
- (14) Joint systems readiness and operational readiness plans; and
- (15) Guidelines for administering access to Rights-of-way, poles and conduits of Ameritech.

Subject to the terms and conditions of this Agreement (including **Section 19.5**), the Implementation Plan will ensure that no later than the end of Contract Month 6, the operational interfaces will be capable of supporting all classes and complexities of orders for Network Elements and Resale Services and all Network Elements and Resale Services are available to order, at all required volume levels.

18.3 Action of Implementation Team. The Implementation Plan may be amended from time to time by the Implementation Team as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. If the Implementation Team is unable to act, the existing provisions of the Implementation Plan shall remain in full force and effect.

18.4 Further Coordination and Performance. Except as otherwise agreed upon by the Parties, on a mutually agreed-upon day and time once a month during the Term, the Implementation Team shall discuss the performance of the Parties under this Agreement. At each such monthly meeting the Parties will discuss: (i) the administration and maintenance of the Interconnections and trunk groups provisioned under this Agreement; (ii) the Parties' provisioning of the services provided under this Agreement; (iii) the Parties' compliance with the Performance Benchmarks set forth in this Agreement and any areas in which such performance may be improved; (iv) any problems that were encountered during the preceding month or anticipated in the upcoming month; (v) the reason underlying any such problem and the effect, if any, that such problem had, has or may have on the performance of the Parties; and (vi) the specific steps taken or proposed to be taken to remedy such problem. In addition to the foregoing, the Parties through their representatives on the Implementation Team or such other appropriate representatives will meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.

18.5 Operational Review.

18.5.1 Representatives of requesting carrier and Ameritech will meet on a quarterly basis, beginning with the end of the first quarter of 1997, to determine that the service cycle of pre-ordering, ordering, provisioning, maintenance and billing categories are addressed, including the following:

- (a) Interfaces and processes are operational and the agreed-upon numbers of requesting carrier Customers for residential and business Resale Services are successfully completed per day;
- (b) Interfaces and processes are operational and the agreed-upon numbers of orders for Combinations are successfully completed per day;
- (c) When applicable, Interfaces and processes are operational and the agreed-upon numbers of orders for unbundled Loops are successfully completed per day;
- (d) Review of all agreed-upon performance standards; and

- (e) The accuracy rate for bills for wholesale bill validation process.

18.5.2 Notwithstanding the foregoing, in the event Ameritech fails to provide access to electronic interfaces used in pre-ordering, ordering, maintenance and provisioning that permit requesting carrier to be operational on January 1, 1997, as required by the FCC, due to Ameritech's failure to engage in joint interface planning with requesting carrier sufficiently before January 1, 1997, then Ameritech shall pay to requesting carrier as liquidated damages an amount up to \$10,000 per day, in the discretion of Commission, for each day of deficiency after January 1, 1997.

ARTICLE XIX

GENERAL RESPONSIBILITIES OF THE PARTIES

19.1 Compliance with Implementation Schedule. Each of Ameritech and requesting carrier shall use its best efforts to comply with the Implementation Schedule.

19.2 Compliance with Applicable Law. Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and nonappealable orders, decisions, injunctions, judgments, awards and decrees ("**Applicable Laws**") that relate to its obligations under this Agreement.

19.3 Necessary Approvals. Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

19.4 Environmental Hazards. Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "**Hazardous Substances**" includes those substances (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law and (ii) listed by any governmental agency as a hazardous substance.

19.5 Forecasting Requirements.

19.5.1 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all Customers in their respective designated service areas.

19.5.2 Thirty (30) days after the Effective Date and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar-month, nonbinding

forecast of its traffic and volume requirements for the Interconnection, and Network Elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Notwithstanding **Section 20.1.1**, the Parties agree that each forecast provided under this **Section 19.5.2** shall be deemed “Proprietary Information” under **Article XX**.

19.5.3 In addition to, and not in lieu of, the nonbinding forecasts required by **Section 19.5.2**, a Party that is required pursuant to this Agreement to provide a forecast (the “Forecast Provider”) or a Party that is entitled pursuant to this Agreement to receive a forecast (the “Forecast Recipient”) with respect to traffic and volume requirements for the services and Network Elements provided under this Agreement may request that the other Party enter into negotiations to establish a forecast (a “Binding Forecast”) that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding **Section 20.1.1**, the Parties agree that each forecast provided under this **Section 19.5.3** shall be deemed “Proprietary Information” under **Article XX**.

19.6 Certain Network Facilities. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network using industry standard format and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under **Sections 19.5.1, 19.5.2** and, if applicable, **19.5.3**. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

19.7 Traffic Management and Network Harm.

19.7.1 Each Party may use protective network traffic management controls, such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public-switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

19.7.2 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

19.7.3 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public-switched network.

19.7.4 Neither Party shall use any product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with any person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Service, impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment.

19.8 Insurance. At all times during the term of this Agreement, each Party shall keep and maintain in force at such Party's expense all insurance required by Applicable Law, general liability insurance in the amount of at least \$10,000,000 and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

19.9 Labor Relations. Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

19.10 Good Faith Performance. Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

19.11 Responsibility to Customers. Each Party is solely responsible to its Customers for the services it provides to such Customers.

19.12 Unnecessary Facilities. No Party shall construct facilities which require another Party to build unnecessary facilities.

19.13 Cooperation. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

19.14 NXX Code Administration. Each Party is responsible for administering NXX codes assigned to it.

19.15 LERG Listings. Each Party is responsible for obtaining Local Exchange Routing Guide (“**LERG**”) listings of CLLI codes assigned to its switches.

19.16 LERG Use. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

19.17 Switch Programming. Each Party shall program and update its own Central Office Switches and End Office Switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

19.18 Transport Facilities. Each Party is responsible for obtaining transport facilities sufficient to handle traffic between its network and the other Party's network. Each Party may provide the facilities itself, order them through a third party, or order them from the other Party.

ARTICLE XX PROPRIETARY INFORMATION

20.1 Definition of Proprietary Information.

20.1.1 **"Proprietary Information"** means:

- (a) all proprietary or confidential information of a Party (a **"Disclosing Party"**) including specifications, drawings, sketches, business information, forecasts, records (including each Party's records regarding Performance Benchmarks), Customer Proprietary Network Information, Customer Usage Data, audit information, models, samples, data, system interfaces, computer programs and other software and documentation that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's Affiliates (individually and collectively, a **"Receiving Party"**) pursuant to this Agreement and, if written, is marked "Confidential" or "Proprietary" or by other similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; and
- (b) any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in subsection (a) above, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as **"Derivative Information"**).

20.1.2 The Disclosing Party will use its reasonable efforts to follow its customary practices regarding the marking of tangible Proprietary Information as “confidential,” “proprietary,” or other similar designation. The Parties agree that the designation in writing by the Disclosing Party that information is confidential or proprietary shall create a presumption that such information is confidential or proprietary to the extent such designation is reasonable.

20.1.3 Notwithstanding the requirements of this **Article XX**, all information relating to the Customers of a Party, including information that would constitute Customer Proprietary Network Information of a Party pursuant to the Act and FCC rules and regulations, and Customer Usage Data, whether disclosed by one Party to the other Party or otherwise acquired by a Party in the course of the performance of this Agreement, shall be deemed “**Proprietary Information.**”

20.2 Disclosure and Use.

20.2.1 Each Receiving Party agrees that from and after the Effective Date:

- (a) all Proprietary Information communicated, whether before, on or after the Effective Date, to it or any of its contractors, consultants or agents (“**Representatives**”) in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information; provided that such Receiving Party or Representative shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;
- (b) it will not, and it will not permit any of its employees, Affiliates or Representatives to disclose such Proprietary Information to any third person;
- (c) it will disclose Proprietary Information only to those of its employees, Affiliates and Representatives who have a need for it in connection with the use or provision of services required to fulfill this Agreement; and
- (d) it will, and will cause each of its employees, Affiliates and Representatives to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

20.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to its Representatives who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any Representative, such Party shall notify such Representative of such person's obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be responsible for any breach of this Agreement by any of its Representatives and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its Representatives from any prohibited or unauthorized disclosure or use of

the Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect. A Disclosing Party shall not disclose Proprietary Information directly to a Representative of the Receiving Party without the prior written authorization of the Receiving Party.

20.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of **Section 20.3** and (ii) reasonably necessary to perform its obligations under this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

20.2.4 This **Section 20.2** shall not apply to any Proprietary Information which the Receiving Party can establish to have:

- (a) been disclosed by the Receiving Party with the Disclosing Party's prior written consent;
- (b) become generally available to the public other than as a result of disclosure by a Receiving Party;
- (c) been independently developed by a Receiving Party by an individual who has not had knowledge of or direct or indirect access to such Proprietary Information;
- (d) been rightfully obtained by the Receiving Party from a third person without knowledge that such third person is obligated to protect its confidentiality; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such third person has any such obligation; or
- (e) been obligated to be produced or disclosed by Applicable Law; provided that such production or disclosure shall have been made in accordance with **Section 20.3**.

20.3 Government Disclosure .

20.3.1 If a Receiving Party desires to disclose or provide to the Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an order, appropriate protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

20.3.2 If a Receiving Party is required by any governmental authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this **Section 20.3** with respect to all or part of such requirement.

20.3.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this **Section 20.3**. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary Information, including cooperating with the Disclosing Party to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

20.4 Ownership.

20.4.1 All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement (including any applicable Transition Period).

20.4.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement (including any applicable Transition Period).

20.4.3 The Receiving Party may at any time either return to the Disclosing Party or destroy Proprietary Information.

20.4.4 If destroyed, all copies shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary Information shall not relieve any Receiving Party of its obligation to treat such Proprietary Information in the manner required by this Agreement.

ARTICLE XXI

TERM AND TERMINATION

21.1 Term. The initial term of this Agreement shall be five (5) years (the “**Initial Term**”) which shall commence on the Effective Date and shall expire on January 14, 2002. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1)-year periods (each, a “**Renewal Term**”) unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term.

21.2 Renegotiation of Prices and Terms.

21.2.1 Renegotiation of Prices. Notwithstanding anything to the contrary contained herein, either Party may require negotiations of one or more of the rates, prices, and charges of the services to be provided under this Agreement to be effective on the date three (3) years after the Effective Date (the “**Price Renegotiation Date**”). Such negotiations shall be requested by delivery of written notice at least one-hundred twenty (120) days prior to the Price Renegotiation Date. In addition, if negotiations are required by a Party, the other Party may include as part of the negotiations any other rates, prices and charges of this Agreement which relate to those the other Party has requested be negotiated. If the Parties are unable to satisfactorily negotiate such rates, prices and charges within ninety (90) days of such written notice, the procedures set forth in **Section 21.2.3** shall be followed.

21.2.2 Renegotiation of Terms. Notwithstanding anything to the contrary contained herein, either Party may require negotiations of one or more of the rates, prices, charges, terms and conditions of the services to be provided under this Agreement effective upon expiration of the Initial Term or any Renewal Term. Such negotiations shall be requested by delivery of written notice at least one hundred twenty (120) days prior to the expiration of such Initial Term or Renewal Term. In addition, if negotiations are required by a Party, the other Party may include as part of the negotiations any other rates, prices, charges, terms, and conditions of this Agreement which relate to those the other Party has requested be negotiated. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges, terms or conditions within ninety (90) days of such written notice, the procedures set forth in **Section 21.2.3** shall be followed.

21.2.3 Resolution of Unsatisfactory Negotiations. If the Parties are unable to satisfactorily negotiate rates, prices, charges, terms and conditions pursuant to **Sections 21.2.1** or **21.2.2**, either Party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If prior to the (i) Price Renegotiation Date, if pursuant to **Section 21.2.1** or (ii) applicable expiration date, if pursuant to **Section 21.2.2**, the Parties are unable to mutually agree on such new prices or terms or the Commission does not issue its order, the Parties agree that the rates, prices, charges and/or terms ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to such Price Renegotiation Date or expiration date, as the case may be.

21.3 Default. When a Party believes that the other Party is in violation of a material term or condition of this Agreement (“**Defaulting Party**”), it shall provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in **Section 28.3** and it shall be resolved in accordance with the procedures established in **Section 28.3**.

21.4 Transitional Support.

21.4.1 In the event of the termination or expiration of this Agreement for any reason, each Party agrees to maintain the level and quality of services still being provided by it as of the date of termination or expiration of this Agreement (“**Transition Date**”), and to cooperate reasonably in an orderly and efficient transition to a successor provider.

21.4.2 Each Party agrees (i) to furnish services during a period for up to one (1) year (or such longer period as may be agreed by the Parties) after the Transition Date (“**Transition Period**”) on terms and conditions and at charges that are the same as those in effect upon the Transition Date, and (ii) to enter into an agreement with the other Party for a transition plan that specifies the nature, extent, and schedule of the services to be provided during such Transition Period. During the Transition Period, Ameritech and requesting carrier will cooperate in good faith to effect an orderly transition of service under this Agreement. Ameritech and requesting carrier agree to exercise their respective reasonable efforts to avoid or minimize service disruptions or degradation in services during such transition.

21.5 Payment Upon Expiration or Termination. In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to payment for all services performed and expenses accrued or incurred prior to such expiration or termination; provided that a Party is entitled to recover such expenses under the provisions of this Agreement.

ARTICLE XXII

DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE XXIII

CANCELLATION CHARGES

Except as provided in **Sections 9.1.3** and **19.5.3**, pursuant to a Bona Fide Request or as otherwise provided in any applicable tariff or contract referenced herein, cancellation charges shall not be imposed upon, or payable by, either Party.

ARTICLE XXIV SEVERABILITY

24.1 Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

24.2 Non-Contravention of Laws. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

ARTICLE XXV INDEMNIFICATION

25.1 General Indemnity Rights. Subject to Section 25.2, each Party (the “**Indemnifying Party**”) shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the “**Indemnified Party**”) and hold such Indemnified Party harmless against

- (a) any Loss to a third person arising out of: the negligent acts or omissions, or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract;
- (b) any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits ("**Claims**"), claims for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers;
- (c) any Loss arising from Claims for actual or alleged infringement of any Intellectual Property right of a third person to the extent that such Loss arises from an Indemnified Party's or an Indemnified Party's Customer's use of a service

provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply in the case of (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnifying Party or (B) where an Indemnified Party or its Customer modifies or directs the Indemnifying Party to modify such service and (ii) no infringement would have occurred without such combined use or modification;

- (d) any and all penalties imposed upon the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (“CALEA”) and, at the sole cost and expense of the Indemnifying Party, any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA; and
- (e) any Loss arising from such Indemnifying Party's failure to comply with Applicable Law.

25.2 Limitation on Liquidated Damages. Notwithstanding anything to the contrary contained herein, in no event shall an Indemnifying Party have an obligation to indemnify, defend, hold the Indemnified Party harmless or reimburse the Indemnified Party or its Customers for any Loss arising out of a Claim for liquidated damages asserted against such Indemnified Party.

25.3 Indemnification Procedures. Whenever a Claim shall arise for indemnification under this Article XXV, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim. The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified

Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in **Article XX**.

ARTICLE XXVI LIMITATION OF LIABILITY

26.1 Limited Responsibility. Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service.

26.2 Apportionment of Fault. In the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's Affiliates, agents, contractors or other persons acting in concert with it.

26.3 Limitation of Damages. Except for indemnity obligations under **Article XXV**, Ameritech's liability to requesting carrier for any Loss resulting from any and all causes shall be as follows:

- a) Except for Ameritech's willful misconduct, with respect to any Claim for any Loss associated with the installation, provision, termination, maintenance, repair, or restoration of an individual Network Element or Combination provided for a specific requesting carrier Customer, Ameritech's liability shall be limited to the greater of: (i) the total amount that is or would have been charged to requesting carrier for the service or function not performed or improperly performed and (ii) the amount Ameritech would have been liable to its Customer if the Resale Service was provided directly to its Customer; and
- b) For all other Claims, including any Claims resulting from the failure of Ameritech to meet its parity obligations under this Agreement, requesting carrier shall be entitled to recover its proven damages, subject to the limitations of **Section 26.5**.

26.4 Limitations in Tariffs. Each Party shall, to the maximum extent permitted by Applicable Law, provide in its tariffs and contracts with its Customers that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or other persons retained by such parties be liable to any Customer for any Consequential Damages (as defined in Section 26.5 below). If a Party breaches its obligations under this Section 26.4, the breaching Party shall be liable to the nonbreaching Party for any and all Losses resulting from such breach, including the indemnification of and/or reimbursement for Losses arising from Claims by and from such breaching Party's Customers, to the extent such Losses would have been limited had the tariff or contract provisions referenced above in this Section been included.

26.5 Consequential Damages. In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, “**Consequential Damages**”), even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit (i) a Party's obligation under Section 25.1 to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third person or (ii) a Party's liability to the other for willful or intentional misconduct.

26.6 Remedies. Except as expressly provided herein, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

ARTICLE XXVII BILLING

27.1 Billing.

27.1.1 Each Party will bill all applicable charges, at the rates set forth herein, in the Pricing Schedule and as set forth in applicable tariffs or contracts referenced herein, for the services provided by that Party to the other Party in accordance with this Article XXVII and the Implementation Plan.

27.1.2 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, each Party will be responsible and accountable for transmitting to the other Party an accurate and current bill. Each Party agrees to implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by the other Party.

27.2 Recording. To the extent technically feasible, the Parties shall record all available call detail information associated with calls originated or terminated to the other Party, in accordance with the Implementation Plan and as specifically required herein.

27.3 Payment Of Charges. Subject to the terms of this Agreement, requesting carrier and Ameritech will pay each other within forty-five (45) calendar days from the date of an invoice (the “**Bill Due Date**”). If the Bill Due Date is on a day other than a Business Day, payment will be made on the next Business Day. Payments shall be made in U.S. Dollars via electronic funds transfer (“**EFT**”) to the other Party’s bank account. Within thirty (30) days of the Effective Date, the Parties shall provide each other the name and address of its bank, its account and routing number and to whom payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days’ written notice of the change and such notice shall include the new banking information. If a Party receives multiple invoices which are payable on the same date, such Party may remit one payment for the sum of all amounts payable to the other Party’s bank. Each Party shall provide the other Party with a contact person for the handling of payment questions or problems.

27.4 Late Payment Charges. If either Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received by either Party after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party as of the Bill Due Date, then a late payment penalty shall be assessed. The portion of the payment not received by the Bill Due Date shall accrue interest as provided in **Section 27.6**. In no event, however, shall interest be assessed on any previously assessed late payment charges.

27.5 Adjustments.

27.5.1 A Party shall promptly reimburse or credit the other Party for any charges that should not have been billed to the other Party as provided in this Agreement. Such reimbursements shall be set forth in the appropriate section of the invoice.

27.5.2 A Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party (“**Underbilled Charges**”); provided, however, that, except as provided in **Article XXVIII**, the Billing Party shall not bill for Underbilled Charges which were incurred more than one (1) year prior to the date that the Billing Party transmits a bill for any Underbilled Charges. Notwithstanding the foregoing, requesting carrier shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by Ameritech to requesting carrier within ten (10) months of the date such usage was incurred.

27.6 Interest on Unpaid Amounts. Except as otherwise provided in **Sections 6.2.5** and **6.2.6**, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (10%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Bill Due Date to and including the date that payment is actually made.

ARTICLE XXVIII
AUDIT RIGHTS, DISPUTED AMOUNTS
AND DISPUTE RESOLUTION

28.1 Audit Rights.

28.1.1 Subject to the restrictions set forth in **Article XX** and except as may be otherwise specifically provided in this Agreement, a Party (“**Auditing Party**”) may audit the other Party's (“**Audited Party**”) books, records, data and other documents, as provided herein, once each Contract Year for the purpose of evaluating the accuracy of Audited Party's billing and invoicing. The scope of the audit shall be limited to the services provided and purchased by the Parties and the associated charges, books, records, data and other documents relating thereto for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the Effective Date) and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit. Such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) days after the start of such audit. Such audit shall be conducted by an independent auditor acceptable to both Parties. The Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties. Notwithstanding the foregoing, an Auditing Party may audit Audited Party's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit.

28.1.2 Each audit shall be conducted on the premises of Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit, providing the independent auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's bills. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the independent auditor. Audited Party may redact from the books, records and other documents provided to the independent auditor any confidential Audited Party information that reveals the identity of other Customers of Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

28.1.3 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by the Audited Party, immediately compensate Auditing Party for such undercharge, in each case with interest at the lesser of (x) one and one-half (1½ %) percent per month and (y) the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be. Notwithstanding the foregoing, requesting carrier shall not be

liable for any Underbilled Charges for which Customer Usage Data was not furnished by Ameritech to requesting carrier within ten (10) months of the date such usage was incurred.

28.1.4 Audits shall be at Auditing Party's expense, subject to reimbursement by Audited Party in the event that an audit finds, and the Parties subsequently verify, adjustment in the charges or in any invoice paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the audited services during the period covered by the audit.

28.1.5 Any Disputes concerning audit results shall be referred to the Parties' respective responsible personnel for informal resolution. If these individuals cannot resolve the Dispute within thirty (30) days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in **Section 28.1.1**. Any additional audit shall be at the requesting Party's expense.

28.2 Disputed Amounts.

28.2.1 If any portion of an amount due to a Party (the **“Billing Party”**) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the **“Non-Paying Party”**) shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes (**“Disputed Amounts”**) and include in such written notice the specific details and reasons for disputing each item; provided, however, a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. Notwithstanding the foregoing, except as provided in **Section 28.1**, a Party shall be entitled to dispute only those charges for which the Bill Due Date was within the immediately preceding twelve (12) months of the date on which the other Party received notice of such Disputed Amounts.

28.2.2 If the Non-Paying Party disputes a charge and does not pay such Disputed Amounts by the Bill Due Date, such Disputed Amounts shall be subject to late payment charges as set forth in **Section 27.4**. If the Non-Paying Party disputes charges and the dispute is resolved in favor of such Non-Paying Party, the Billing Party shall credit the invoice of the Non-Paying Party for the amount of the Disputed Amounts along with any applicable late payment charges assessed no later than the second Bill Due Date after the resolution of the Dispute. Accordingly, if a Non-Paying Party disputes charges and the dispute is resolved in favor of the Billing Party, the Non-Paying Party shall pay the Billing Party the amount of the Disputed Amounts and any associated late payment charges assessed no later than the second Bill Due Date after the resolution of the Dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

28.2.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for

administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

28.2.4 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to **Section 28.3**, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission or the FCC may direct payment of any or all Disputed Amounts (including any accrued interest) thereon or additional amounts awarded plus applicable late fees, to be paid to either Party.

28.2.5 The Parties agree that all negotiations pursuant to this **Section 28.2** shall remain confidential in accordance with **Article XX** and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.3 Dispute Escalation and Resolution. Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a “**Dispute**”) arising under this Agreement shall be resolved in accordance with the procedures set forth in this **Section 28.3**. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, the Parties shall attempt in good faith to address any default or resolve any Dispute according to the rules, guidelines or regulations of the Commission. Notwithstanding the foregoing, in no event shall the Parties permit the pending of a Dispute to disrupt service to any requesting carrier Customer or Ameritech Customer.

28.4 Equitable Relief. Notwithstanding the foregoing, this **Article XXVIII** shall not be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders, if, in its judgment, such action is necessary to avoid irreparable harm. Despite any such action, the Parties will continue to participate in good faith in the dispute resolution procedures described in this **Article XXVIII**.

ARTICLE XXIX REGULATORY APPROVAL

29.1 Commission Approval.

The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission (or the FCC if the Commission fails to act) pursuant to Section 252 of the Act. Each Party agrees that this Agreement is satisfactory to them as an agreement under Sections 251 and 252 of the Act. Each Party agrees to fully support approval of this Agreement by the Commission (or the FCC) under Section 252 of the Act without modification; provided, however, that each Party may exercise its right to judicial review under Section 252(e)(6) of the Act, or any other available remedy at law or equity, with respect to any matter included herein by arbitration under the Act over the objection of such Party. If the Commission, the FCC or any court rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and related provisions; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

29.2 Tariffs. If either Party is required by any governmental authority to file a tariff or make another similar filing to implement any provision of this Agreement (other than a tariff filed by a Party that generally relates to one or more services provided under this Agreement but not specifically to requesting carrier or Ameritech) (an “**Ameritech/Requesting Carrier Interconnect Tariff**”), such Party shall (i) consult with the other Party reasonably in advance of such filing about the form and substance of such Ameritech/Requesting carrier Interconnect Tariff, (ii) provide to such other Party its proposed Ameritech/Requesting carrier Interconnect Tariff and obtain such other Party's agreement on the form and substance of such Ameritech/Requesting carrier Interconnect Tariff prior to such filing, and (iii) take all steps reasonably necessary to ensure that such Ameritech/Requesting carrier Interconnect Tariff or other filing imposes obligations upon such Party that are as close as possible to those provided in this Agreement and preserves for such other Party the full benefit of the rights otherwise provided in this Agreement. If, subsequent to the effective date of any such Ameritech/Requesting carrier Interconnect Tariff, a Party is no longer required to file tariffs with the Commission or the FCC, either generally or for specific services, the Parties agree to modify this Agreement to reflect herein the relevant and consistent terms and conditions of such Ameritech/Requesting carrier Interconnect Tariffs as of the date on which the requirement to file such Ameritech/Requesting carrier Interconnect Tariffs was lifted. Nothing in this **Section 29.2** shall be construed to grant a Party any right to review any tariff filing of the other Party other than the Ameritech/Requesting carrier Interconnection Tariff, other than as provided under Applicable Law.

29.3 Amendment or Other Changes to the Act; Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Act, or any final and

nonappealable legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act (individually and collectively, an “**Amendment to the Act**”), either Party may by providing written notice to the other Party require that the affected provisions be renegotiated in good faith and this Agreement be amended accordingly to reflect the pricing, terms and conditions of each such Amendment to the Act relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges on a retroactive basis; including the right to seek a surcharge before the applicable regulatory authority.

29.4 Regulatory Changes. If any final and nonappealable legislative, regulatory, judicial or other legal action (other than an Amendment to the Act, which is provided for in **Section 29.3**) materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and nonappealable), require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement.

29.5 Proxy Rates. In the event the initial rates under this Agreement are “proxy rates” established by the FCC or the Commission, the Parties are to substitute rates later established by the FCC or Commission under procedures consistent with the Act and any Order of the FCC or Commission.

ARTICLE XXX MISCELLANEOUS

30.1 Authorization.

30.1.1 Ameritech Illinois, validly existing and in good standing under the laws of the State of Illinois, has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

30.1.2 Requesting carrier is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Requesting carrier represents and warrants to Ameritech that it has been certified as an LEC by the Commission and is authorized to provide in the State of Illinois the services it has contracted to provide herein.

30.2 Designation of Affiliate. Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliates to take some or all of such actions to fulfill such obligations. Upon such designation, the Affiliate shall become a primary obligor hereunder with

respect to the delegated matter, but such designation shall not relieve the designating Party of its obligations as primary obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate to take all action necessary for the performance hereunder of such Party's obligations. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance.

All of the benefits to be provided hereunder for Ameritech or requesting carrier as the case may be, will be provided to its Affiliates if and to the extent that Ameritech or requesting carrier desire to conduct their respective business operations contemplated hereunder through Affiliates; provided that any such Affiliate is eligible to request, or obligated to provide, services in accordance with Sections 251 and 252 of the Act.

30.3 Subcontracting. Either Party may subcontract the performance of its obligation under this Agreement without the prior written consent of the other Party; provided, however, that the Party subcontracting such obligation shall remain fully responsible for the performance of such obligation and be solely responsible for payments due its subcontractors.

30.4 Independent Contractor. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

30.5 Force Majeure. No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failures, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a **"Force Majeure Event"**) or delays caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the

cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Notwithstanding the preceding, no delay or other failure to perform shall be excused pursuant to this **Section 30.5**: (i) by the acts or omission of a Party's subcontractors, materialmen, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure Event, and unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform, or (ii) if such Party fails to implement any steps taken to mitigate the effects of a Force Majeure Event (e.g., disaster recovery plans) in a nondiscriminatory manner during the period performance is impaired.

30.6 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with such Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Illinois without reference to conflict of law provisions; provided, however, that the Parties shall consult with each other and attempt to agree on a common state law to govern an issue that affects each of the Regional Interconnection Agreements and such issue is not particular to a specific State's law.

30.7 Taxes.

30.7.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any charges invoiced prior to the date such exemption certificate is furnished. To the extent that a Party includes gross receipts taxes in any of the charges or rates of services provided hereunder, no additional gross receipts taxes shall be levied against or upon the purchasing Party.

30.7.2 The Party obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery; provided that such contesting Party shall not permit any lien to exist on any asset of the other Party by reason of such contest. The Party obligated to collect and remit shall cooperate in any such contest by the other Party. As a condition of contesting any taxes due hereunder, the contesting Party agrees to be liable and indemnify and reimburse the other Party for any additional amounts that may be due by reason of such contest, including any interest and penalties.

30.8 Non-Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of the other Party; provided that each Party may assign or transfer this Agreement to an Affiliate in accordance with **Section 30.2** by providing prior written notice to the other Party of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law or the terms and conditions of this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns and the assigning Party will remain liable for the performance of any assignee.

30.9 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

30.10 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by telecopy; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this **Section 30.10**, to the following addresses of the Parties:

To TCG Illinois & TCG Chicago:

TCG
AT&T Corporate Center
222 W. Adams St., 11th Floor
Chicago, IL 60606
Attn.: Kathy Massura-District Manager
Facsimile: (312) 230-8100

To Ameritech:

SBC Contract Administration
311 South Akard, 9th Floor
Four Bell Plaza
Dallas, TX 75202-5398
Attn.: Notices Manager
Facsimile: (214) 464-2006

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail

or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

30.11 Publicity and Use of Trademarks or Service Marks.

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent, except as permitted by Applicable Law.

30.12 Nonexclusive Dealings.

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services not specifically provided herein.

30.13 No Third Party Beneficiaries; Disclaimer of Agency. Except as may be specifically set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. No Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

30.14 No License. No license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

30.15 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including Articles XX, XXI, XXII, XXIII, XXV, and XXVI, Sections 3.9.4, 6.5, 10.11.3, 16.15, 16.17, 19.5.3, 28.2, 28.3, 30.7, 30.11, and 30.14 and Schedule 10.9.6.

30.16 Scope of Agreement. This Agreement is intended to describe and enable specific Interconnection and access to unbundled Network Elements and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein. Except as specifically contained herein or provided by the FCC or the Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

30.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

30.18 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Specifically, the Parties expressly acknowledge that the rates, terms and conditions of this Agreement shall supersede those existing arrangements of the Parties, if any, set forth on **Schedule 30.18**. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this____ day of January, 2001.

TCG Illinois & TCG Chicago

**Ameritech Illinois by SBC
Telecommunications, Inc., its authorized
agent**

Signature:_____

Signature: _____

Name:_____

Name:_____

Title:_____

Title: President – Industry Markets

Date:_____

Date: _____

SCHEDULE 1.2

DEFINITIONS

“9-1-1” means the services described in **Section 3.9**.

“9-1-1 Control Office Software Enhancement Connection Charge” is as defined in **Section 3.9.2(e)** of this Agreement.

“Access Toll Connecting Trunks” is as defined in **Section 5.1**.

“Act” means the Communications Act of 1934 (47 U.S.C. -151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

“ADSL” or **“Asymmetrical Digital Subscriber Line”** means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.

“Advanced Intelligent Network” or **“AIN”** is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

“Affiliate” is As Defined in the Act.

“AMA” means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

“Applicable Laws” is as defined in **Section 19.2**.

“As Defined in the Act” means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

“As Described in the Act” means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

“Requesting Carrier Directory Customer” is as defined in **Section 15.1**.

“Automatic Location Identification” or **“ALI”** means a feature by which the service address associated with the calling party’s listed telephone number identified by ANI as defined herein, is forwarded to the PSAP for display. Additional telephones with the same number as the calling party’s, including secondary locations and off-premise extensions will be identified with the service address of the calling party’s listed number.

“Automatic Number Identification” or **“ANI”** means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

With respect to 9-1-1 and E9-1-1, “ANI” means a feature by which the calling party’s telephone number is automatically forwarded to the E9-1-1 Control Office and to the PSAP display and transfer office.

“Automatic Route Selection” or **“ARS”** means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

“Bellcore” means Bell Communications Research, Inc.

“Bill Date” means the date that a bill is issued by a Party.

“Binding Forecast” is as defined in **Section 19.5.3.**

“BLV/BLVI Traffic” means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer’s Telephone Exchange Service line.

“Business Day” means a day on which banking institutions are required to be open for business in Chicago, Illinois.

“Bona Fide Request” means the process described on **Schedule 2.2.**

“CABS” means the Carrier Access Billing System which is contained in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

“Calling Party Number” or **“CPN”** is a Common Channel Interoffice Signaling (**“CCIS”**) parameter which refers to the number transmitted through a network identifying the calling party.

“Carrier of Record” is as defined in **Section 10.11.3.**

“CCS” means one hundred (100) call seconds.

“Central Office Switch” means a switch used to provide Telecommunications Services, including:

(a) **“End Office Switches,”** which are used to terminate Customer station Loops for the purpose of Interconnection to each other and to trunks; and

(b) **“Tandem Office Switches,”** or **“Tandems,”** which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

“Centrex” means a Telecommunications Service associated with a specific grouping of lines that uses Central Office switching equipment for call routing to handle direct dialing of calls and to provide many private branch exchange-like features.

“CLASS Features” means certain CCIS-based features available to Customers including: Automatic Call Back; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

“Commercial Mobile Radio Service” or **“CMRS”** is As Defined in the Act.

“COBO” is as defined in Section 12.12.2(b).

“Collocation” is As Described in the Act.

“Combination” is as defined in Section 9.3.1.

“Commission” or **“ICC”** means the Illinois Commerce Commission.

“Common Channel Interoffice Signaling” or **“CCIS”** means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

“Consequential Damages” is as defined in Section 26.5.

“Contract Month” means a calendar month (or portion thereof) during the term of this Agreement. Contract Month 1 shall commence on the first day of the first calendar month following the Effective Date and end on the last day of that calendar month.

“Contract Year” means a twelve (12)-month period during the term of this Agreement commencing on the Effective Date and each anniversary thereof.

“Control Office” means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP.

“Cross Connection” means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the collocated Party’s equipment and (ii) the equipment of a third-party collocated Telecommunications Carrier or the equipment or facilities of the other Party which provides such Collocation.

“Customer” means a third-party residence or business that subscribes to Telecommunications Services provided at retail by either of the Parties.

“Customer Listing(s)” means a list containing the names, the telephone numbers, addresses and zip codes of Customers within a defined geographical area, except to the extent such Customers have requested not to be listed in a directory.

“Customer Name and Address Information” or **“CAN”** means the name, service address and telephone numbers of a Party's Customers for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

“Customer Proprietary Network Information” is As Defined in the Act.

“Customer Usage Data” is as defined in Section 10.16.1.

“Data Management System” or **“DMS”** means a system of manual procedures and computer processes used to create, store and update the data required to provide the Selective Routing (**“SR”**) and ALI features.

“Delaying Event” means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of the other Party to perform any of its obligations set forth in this Agreement (including the Implementation Schedule and the Implementation Plan), or (ii) any delay, act or failure to act by the other Party or its Customer, agent or subcontractor or (b) any Force Majeure Event.

“Delivery Date” is as defined in Sections 12.12.2(b) and 12.12.3(b).

“Derivative Information” is as defined in Section 20.1.1(b).

“Dialing Parity” is As Defined in the Act.

“Digital Signal Level” means one of several transmission rates in the time-division multiplex hierarchy.

“Digital Signal Level 0” or **“DS0”** means the 64 kbps zero-level signal in the time-division multiplex hierarchy.

“Digital Signal Level 1” or **“DS1”** means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

“Digital Signal Level 3” or **“DS3”** means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

“Disclosing Party” is as defined in **Section 20.1.1.**

“Dispute” is as defined in **Section 28.3.**

“Disputed Amounts” is as defined in **Section 28.2.1.**

“Documentation of Authorization” is as defined in **Schedule 10.11.1.**

“Effective Date” is the date indicated in the Preamble on which this Agreement shall become effective.

“Emergency Services” mean police, fire, ambulance, rescue and medical services.

“E9-1-1” or **“Enhanced 9-1-1 (E9-1-1) Service”** provides completion of 9-1-1 calls via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI) and/or Selective Routing (SR).

“Equal in quality” is as defined in **Section 3.8.**

“Exchange Access” is As Defined in the Act.

“Exchange Area” means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

“Exchange Message Record” or **“EMR”** means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable,

sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

“FCC” means the Federal Communications Commission.

“Fiber-Meet” means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.

“Force Majeure Event” is as defined in Section 30.5.

“Forecast Provider” is as defined in Section 19.5.3.

“Grandfathered Services” is as defined in Section 10.3.1.

“Hazardous Substances” is as defined in Section 19.4.

“HDSL” or **“High-Bit Rate Digital Subscriber Line”** means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary (**“2B1Q”**), Carrierless AM/PM, Discrete Multitone (**“DMT”**), or 3 Binary / 1 Octel (**“3B1O”**).

“Implementation Plan” is as defined in Section 18.2.

“Implementation Team” is as defined in Section 18.1.

“Incumbent Local Exchange Carrier” or **“ILEC”** is As Defined in the Act.

“Information Service Traffic” means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).

“Initial Billing Company” or **“IBC”** means the Local Exchange Carrier which provides the Feature Group B or D services in an End Office. For purposes of this Agreement, requesting carrier is the IBC.

“Initial Term” is as defined in Section 21.1.

“Insufficient Capacity” is as defined in Section 16.1.2.

“Integrated Digital Loop Carrier” means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.

“Integrated Services Digital Network” or “ISDN” means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

“Intellectual Property” means copyrights, patents, trademarks, trade-secrets, mask works and all other intellectual property rights.

“Interconnection” is As Defined in the Act.

“Interconnection Activation Date” is as defined in **Section 2.1**.

“Interexchange Carrier” or “IXC” means a carrier that provides interLATA or intraLATA Telephone Toll Services.

“Interim Telecommunications Number Portability” or “INP” is as described in the Act.

“InterLATA” is As Defined in the Act.

“IntraLATA Toll Traffic” means all intraLATA calls other than Local Traffic calls.

“Listing Update(s)” means information with respect to Customers necessary for Publisher to publish directories under this Agreement in a form and format acceptable to Publisher. For Customers whose telephone service has changed since the last furnished Listing Update because of new installation, disconnection, change in address, change in name, change in non-listed or non-published status, or other change which may affect the listing of the Customer in a directory, Listing Updates shall also include information necessary in order for Publisher to undertake initial delivery and subsequent delivery of directories, including mailing addresses, delivery addresses and quantities of directories requested by a Customer. In the case of Customers who have transferred service from another LEC to requesting carrier without change of address, Listing Updates shall also include the Customer's former listed telephone number and former LEC, if available. Similarly, in the case of Customers who have transferred service from requesting carrier to another LEC, Listing Updates shall also include the Customer's referral telephone number and new LEC, if available.

“Line Information Database(s) (LIDB)” means one or all, as the context may require, of the Line Information Databases owned individually by ILECs and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILECs and other

entities. A LIDB also contains validation data for collect and third number-billed calls, which include billed number screening.

“Local Access and Transport Area” or **“LATA”** is As Defined in the Act.

“Local Exchange Carrier” or **“LEC”** is As Defined in the Act.

“Local Loop Transmission” or **“Loop”** means the transmission path which extends from Network Interface Device or demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer. Loops are defined by the electrical interface rather than the type of facility used.

“Local Number Portability” or **“LNP”** means the ability of users of Telecommunications Services to retain, at the same location, existing telephone numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

“Local Traffic” means a call the distance of which is fifteen (15) miles or less as calculated by using the V&H coordinates of the originating NXX and the V&H coordinates of the terminating NXX or as otherwise determined by the FCC or Commission for purposes of Reciprocal Compensation; provided, that in no event shall a Local Traffic call be greater than fifteen (15) miles as so calculated.

“Loss” or **“Losses”** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

“Main Distribution Frame” means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

“Make-Ready Work” means all work, including rearrangement or transfer of existing facilities or other changes required to accommodate requesting carrier's Attachments.

“MECAB” refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

The MECAB document published by Bellcore as Special Report SR-BDS-000983 contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

“Meet-Point Billing” means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

“Multiple Bill/Single Tariff” means that each Party will prepare and render its own meet point bill in accordance with its own tariff for its portion of the switched access service.

“Network Element” is As Defined in the Act.

“North American Numbering Plan” or **“NANP”** means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

“Number Portability” is As Defined in the Act.

“NXX” means the three-digit code which appears as the first three digits of a seven-digit telephone number.

“OBF” means the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

“Occupancy Date” is as defined in **Section 12.12.2(e)**.

“Optical Line Terminating Multiplexor” or **“OLTM”** is as defined in **Section 3.3**.

“Party” means either Ameritech or Requesting carrier, and **“Parties”** means Ameritech and Requesting carrier.

“Physical Collocation” is As Defined in the Act.

“PIC” is as defined in **Section 10.11.4**.

“Plan” is as defined in **Section 8.1**.

“Premises” is As Defined in the Act.

“Primary Listing” means the single directory listing provided to Customers by Publisher under the terms of this Agreement. Each telephone configuration that allows a terminating call to hunt for an available time among a series of lines shall be considered a single Customer entitled to a single primary listing.

“Proprietary Information” is as defined in **Section 20.1.1**.

“Public Safety Answering Point” or **“PSAP”** means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designed as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on

a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

“Publisher” means Ameritech's White Pages Directories publisher.

“Rate Center” means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center; provided that a Rate Center cannot exceed the boundaries of an Exchange Area as defined by the Commission.

“Receiving Party” is as defined in Section 20.1.1.

“Reciprocal Compensation” is As Described in the Act.

“Referral Announcement” is as defined in Article XVII.

“Renewal Term” is as defined in Section 21.1.

“Resale Listing(s)” means a list containing the names, the telephone numbers, addresses and zip codes of Customers of requesting carrier within the defined geographic area, except to the extent such Customers of requesting carrier have requested not to be listed in a directory.

“Resale Services” is as defined in Section 10.1.

“Resale Tariff” is as defined in Section 10.11.2.

“Routing Point” means a location which a LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bellcore Practice BR 795-100-100 (the **“RP Practice”**), the Routing Point (referred to as the **“Rating Point”** in such RP Practice) may be an End Office Switch location, or a **“LEC Consortium Point of Interconnection”**. Pursuant to such RP Practice, each **“LEC Consortium Point of Interconnection”** shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center; provided only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.

“Selective Routing” or “SR” means an E9-1-1 feature that routes an E9-1-1 call from a Control Office to the designated Primary PSAP based upon the identified number of the calling party.

“Service Agency” means the public agency, the State or any local government unit or special purpose district which has the authority to provide police, fire fighting, medical or other emergency services, which has requested the local telephone company to provide an E9-1-1 Telecommunications Service for the purpose of voice-reporting emergencies by the public.

“Service Control Point” or “SCP” is As Defined in the Act.

“Service Line” means a telecommunications link from the Central Office terminating at the PSAP.

“Signaling End Point” or “SEP” means a signaling point, other than an STP, which serves as a source or a repository for CCIS messages.

“Signal Transfer Point” or “STP” is As Defined in the Act.

“Subsequent Billing Company” or “SBC” means the Local Exchange Carrier which provides a segment of transport or switching services in connection with Feature Group B or D switched access service. For purposes of this Agreement, Ameritech is initially the SBC.

“Sunsetted Services” is as defined in Section 10.3.2.

“Switched Access Detail Usage Data” means a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.

“Switched Access Summary Usage Data” means a category 1150XX record as defined in the EMR Bellcore Practice BR 010-200-010.

“Switched Exchange Access Service” means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

“Synchronous Optical Network” or “SONET” means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

“Technical Reference Schedule” is the list of technical references set forth in Schedule 2.3.

“Technically Feasible Point” is As Described in the Act.

“Telecommunications” is As Defined in the Act.

“Telecommunications Act” means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

“Telecommunications Assistance Program” means any means-tested or subsidized Telecommunications Service offering, including Lifeline, that is offered only to a specific category of subscribers.

“Telecommunications Carrier” is As Defined in the Act.

“Telecommunications Service” is As Defined in the Act.

“Telephone Exchange Service” is As Defined in the Act.

“Telephone Relay Service” means a service provided to speech and hearing-impaired callers that enables such callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type message recipient's response to the speech or hearing-impaired caller.

“Telephone Toll Service” is As Defined in the Act.

“Unauthorized Switching” is as defined in Section 10.11.2(a).

“Virtual Collocation” is As Defined in the Act.

“White Pages Directories” means directories or the portion of co-bound directories which include a list in alphabetical order by name of the telephone numbers and addresses of telecommunication company customers.

“Wholesale Resale Services” is as defined in Section 10.1.

“Wire Center” means the Premises of a Party which serves as a Routing Point for Switched Exchange Access Service.

SCHEDULE 2.1
IMPLEMENTATION SCHEDULE¹
ILLINOIS

I. Interconnection of the Parties' facilities and Equipment pursuant to Article III and IV.

| LATA | Ameritech Interconnection Wire Center (AIWC) | AT&T Interconnection Interconnection Wire Center (ATIWC) Activation Date |
|------|---|---|
|------|---|---|

| | | |
|-----|--|-------------------|
| 358 | | 1Q97 ² |
|-----|--|-------------------|

To be established in accordance with the procedures of Section 3.4.4 based upon discussions to be held by the Implementation Team considering (i) AT&T's business requirements, (ii) Ameritech's then-existing force and load, the scope and complexity of the requested Interconnection method and (iii) the results of AT&T's validation testing.

II. Interconnection of facilities and equipment to provide AT&T access to Ameritech's unbundled Network Elements.

| LATA | Ameritech Interconnection Wire Center (AIWC) | AT&T Interconnection Interconnection Wire Center (ATIWC) Activation Date |
|------|---|---|
|------|---|---|

| | | |
|-----|--|-------------------|
| 358 | | 1Q97 ² |
|-----|--|-------------------|

To be established in accordance with the procedures of Section 3.4.4, based upon discussions to be held by the Implementation Team considering (i) AT&T's business requirements, (ii) Ameritech's then-existing force and load, the scope and complexity of the requested Interconnection method and (iii) the results of AT&T's validation testing.

¹ Implementation of Resale Services is not covered by this Schedule 2.1. AT&T will establish an implementation schedule through the process described in Article 18.

² Estimated Interconnection Activation Date for first AIWCs to enable AT&T to commence validation testing.

SCHEDULE 2.2

BONA FIDE REQUEST

1. Ameritech shall promptly consider and analyze the submission of a Bona Fide Request that Ameritech provide: (a) Interconnection, access to an unbundled Network Element (including Combinations thereof) not otherwise provided hereunder at the time of such request; (b) an Interconnection or connection to a Network Element that is different in quality to that which Ameritech provides itself at the time of such request; or (c) a customized service for features, capabilities, functionalities or unbundled Network Element not otherwise provided hereunder at the time of such request.

2. A Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Interconnection, Network Element, Combination and/or customized feature, capability or functionality.

3. Requesting carrier may cancel a Bona Fide Request at any time, but shall pay Ameritech's reasonable and demonstrable costs of processing and/or implementing the Bona Fide Request up to the date of cancellation, except if (i) any processing charges are of the type which are not generally passed on by Ameritech to its retail or resale Customers and (ii) such costs or cost categories representing such charges are not included in the prices requesting carrier pays for the services provided by Ameritech under this Agreement.

4. Within five (5) Business Days of its receipt, Ameritech shall acknowledge receipt of the Bona Fide Request.

5. Within thirty (30) days of its receipt of a Bona Fide Request, Ameritech shall provide to requesting carrier a preliminary analysis of such Interconnection, Network Element, or requested level of quality thereof that is the subject of the Bona Fide Request or customized feature, capability or functionality.

The preliminary analysis shall confirm that Ameritech will either offer access to the Interconnection, Network Element, or requested level of quality or will provide a detailed explanation that access to such Interconnection, Network Element, or requested level of quality is not technically feasible and/or that the request does not qualify as an Interconnection, Network Element, or requested level of quality that is required to be provided under the Act. If the receiving Party determines that the Interconnection, Network Element, or requested level of quality that is the subject of the Bona Fide Request is technically feasible and is otherwise required to be provided under the Act, Ameritech shall provide requesting carrier a firm price proposed and availability date for such development ("**Bona Fide Request Quote**"). For Bona Fide Requests that involve either: (i)-combinations of standard offerings or (ii) individual customer arrangements that do not require alterations not otherwise performed for individual customer arrangements, for Ameritech retail customers, Ameritech shall provide a Bona Fide Request Quote within such thirty (30)-day period. For all other Bona Fide Requests, Ameritech shall provide a Bona Fide Request Quote as soon as feasible,

but in any event not more than one hundred twenty (120) days from the date Ameritech received such Bona Fide Request.

6. Within thirty (30) days of its receipt of the Bona Fide Request Quote, the requesting Party must either confirm its order for such Interconnection or Network Element pursuant to the Bona Fide Request Quote or, if it believes such quote is inconsistent with the requirements of the Act, exercise its rights under **Section 28.3**.

7. Unless requesting carrier agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.

8. If a Party to a Bona Fide Request believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may exercise its rights under **Section 28.3**.

SCHEDULE 2.3

TECHNICAL REFERENCE SCHEDULE

Unbundled Network Elements

Unbundled Loop Transmission

Bellcore TA-NWT-000393
ANSI T1.413-1995 Specifications
AM TR-TMO-000122
AM TR-TMO-000123
Bellcore TR-NWT-000393
ANSI T1.102-1993, American National Standard for Telecommunication - Digital Hierarchy -
Electrical Interfaces
Bellcore Technical Requirement TR-NWT-000499, Issue 5, December 1993, section 7
ANSI T1.413-1995
ANSI T1E1 Committee Technical report Number 28

Local Switching

Bellcore FR-NWT-000064 (Local Switching Systems General Requirements)
Bellcore GR-1432-CORE (TCAP)
Bellcore GR-905-CORE (ISUP)
Bellcore GR-1429-CORE (Call Management)
Bellcore GR-1357-CORE (Switched Fractional DS1)
Bellcore GR-1428-CORE (Toll Free Service)
Bellcore GR-1597-CORE (Calling Name)
Bellcore GR-954-CORE (Line Information Database)
Bellcore GR-2863-CORE (Advanced Intelligent Network)
GR-1298-CORE, AIN Switching System Generic Requirements
GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic
Requirements
TR-NWT-001284, AIN 0.1 Switching System Generic Requirements
SR-NWT-002247, AIN Release 1 Update
ANSI standards Q.931, Q.932
Bellcore TR-NWT-08
Bellcore TR-NWT-303

TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital
Subscriber Lines
Bellcore TR-NWT-303

Dedicated and Shared Transport

AM TR-NIS-000111

AM RT-NIS 000133

ANSI T1.101-1994, American National Standard for Telecommunications -Synchronization
Interface Standard Performance and Availability

ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy -
Electrical Interfaces

ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical
Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats

ANSI T1.105.01-1995, American National Standard for Telecommunications -Synchronous
Optical Network (SONET) - Automatic Protection Switching

ANSI T1.105.02-1995, American National Standard for Telecommunications -Synchronous
Optical Network (SONET) - Payload Mappings

ANSI T1.105.03-1994, American National Standard for Telecommunications -Synchronous
Optical Network (SONET) - Jitter at Network Interfaces

ANSI T1.105.03a-1995, American National Standard for Telecommunications -Synchronous
Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement

ANSI T1.105.04-1995, American National Standard for Telecommunications -Synchronous
Optical Network (SONET) - Data Communication Channel Protocols and Architectures

ANSI T1.105.05-1994, American National Standard for Telecommunications -Synchronous
Optical Network (SONET) - Tandem Connection

ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy -
Optical Interface Specifications (Single Mode)

ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy -
Formats Specifications

ANSI T1.107a-1990, American National Standard for Telecommunications - Digital Hierarchy -
Supplement to Formats Specifications (DS3 Format Applications)

ANSI T1.107b-1991, American National Standard for Telecommunications - Digital Hierarchy
- Supplement to Formats Specifications

ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy -
Optical Interface Specifications (SONET) (Single Mode - Short Reach)

ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical
Network (SONET) - Operations, Administration, Maintenance, and Provisioning
(OAM&P) Communications

ANSI T1.119.01-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Protection Switching Fragment

ANSI T1.119.02-199x, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Performance Monitoring Fragment

ANSI T1.231-1993, American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring

ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification

ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification

Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements

Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance

Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria

Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.)

Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access

Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1, February 1991

Signaling Transfer Points (STPs)

ANSI T1.111.2

ANSI T1.111.3

ANSI T1.111.4

ANSI T1.112

ANSI T1.112.4

ANSI T1.118

ANSI T1.111.6

ANSI T1.112.5

GR-2863-CORE, CCS Network Interface Specification Supporting Advanced Intelligent Network (AIN)

GR-2902-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service Using Advanced Intelligent Network (AIN)

Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)

Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

ANSI T1.111-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP)

ANSI T1.111A-1994, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement

ANSI T1.112-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP)

ANSI T1.115-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks

ANSI T1.116-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP)

ANSI T1.118-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI)

Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)

Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

Service Control Points (SCPs)/Call-Related Databases

SR-TSV-002275 (BOC Notes on the Ameritech Networks, SR-TSV-002275, Issue 2 (Bellcore, April 1994))

GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 1995)

GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994)

GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995)

GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149)

GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995)

GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995)

BOC Notes on Ameritech Networks, SR-TSV-002275, ISSUE 2 (Bellcore, April 1994)

GR-1280-CORE, AIN Service Control Point (SCP) Generic Requirements

Tandem Switching

Bellcore TR-TSY-000540, Issue 2R2, Tandem Supplement, 6/1/90
GR-905-CORE
GR-1429-CORE
GR-2863-CORE
GR-2902-CORE

Performance Standards

Bellcore FR-64, LATA Switching Systems Generic Requirements (LSSGR)
Bellcore TR-NWT-000499, Issue 5, Rev 1, April 1992, Transport Systems Generic Requirements (TSGR): Common Requirements
Bellcore TR-NWT-000418, Issue 2, December 1992, Generic Reliability Assurance Requirements For Fiber Optic Transport Systems
Bellcore TR-NWT-000057, Issue 2, January 1993, Functional Criteria for Digital Loop Carriers Systems
Bellcore TR-NWT-000507, Issue 5, December 1993, LSSGR - Transmission, Section 7
Bellcore TR-TSY-000511, Issue 2, July 1987, Service Standards, a Module (Section 11) of LATA Switching Systems Generic Requirements (LSSGR, FR-NWT-000064)
Bellcore TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines
Bellcore TR-NWT-000909, December 1991, Generic Requirements and Objectives for Fiber In The Loop Systems
Bellcore TR-NWT-000505, Issue 3 , May 1991, LSSGR Section 5, Call Processing
Bellcore LSSGR TR-TSY-000511
Bellcore TR-NWT-001244, Clocks for the Synchronized Network: Common Generic Criteria ANSI T1.105-1995

Network Interface Device

Bellcore Technical Advisory TA-TSY-000120, "Customer Premises or Network Ground Wire"
Bellcore Generic Requirement GR-49-CORE, "Generic Requirements for Outdoor Telephone Network Interface Devices"
Bellcore Technical Requirement TR-NWT-00239, "Indoor Telephone Network Interfaces"
Bellcore Technical Requirement TR-NWT-000937, "Generic Requirements for Outdoor and Indoor Building Entrance"

Interconnection

Trunking Interconnection

GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994

GR-394-CORE, Switching System generic requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994

FR-NWT-000064, LATA Switching Systems Generic Requirements (LSSGR), Bellcore, 1994 Edition

ANSI T1.111

ANSI T1.112

ANSI T1.113

Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)

Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service

Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services

Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

ANSI T1.110-1992, American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

ANSI T1.111-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP)

ANSI T1.111A-1994, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement

ANSI T1.112-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP)

ANSI T1.113-1995, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part

ANSI T1.114-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP)

ANSI T1.115-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks

ANSI T1.116-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP)

ANSI T1.118-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI)
Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)
Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service
Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks-Signaling
Ameritech Supplement AM-TR-OAT-000069, Common Channel Signaling Network Interface Specifications
Bellcore Standard FR-NWT-000476
ANSI Standard T1.206

Electrical/Optical Interfaces

Bellcore Technical Publication TR-INS-000342, High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combinations;
Ameritech Technical Publication TR-NIS-000111, Ameritech 0C3, 0C12 and 0C48 Service Interface Specifications; and
Ameritech Technical Publication AM-TR-NIS-000133, Ameritech 0C3, 0C12 and 0C48 Dedicated Ring Service Interface Specifications.

Collocation

Bellcore Network Equipment Building Systems (NEBS) standards TR-EOP-000063
National Electrical Code (NEC) use latest issue
TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989)
TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988
TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)
TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993
Institute of Electrical and Electronics Engineers (IEEE) Standard 383, IEEE Standard for Type Test of Class 1-E Electrical Cables, Field Splices, and Connections for Nuclear Power Generating Stations
National Electrical Code (NEC) use latest issue
TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989)

TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988

TR-EOP-000151, Generic Requirements for 24-, 48-, 130- and 140- Volt Central Office Power Plant Rectifiers, Issue 1 (Bellcore, May 1985)

TR-EOP-000232, General Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June 1985)

TR-NWT-000154, General Requirements for 24-, 48-, 130-, and 140- Volt Central Office Power Plant Control and Distribution Equipment, Issue 2 (Bellcore, January 1992)

TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2 (Bellcore, July 1992)

TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)

TR-NWT-001275, Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993

Underwriters' Laboratories Standard, UL 94

SCHEDULE 3.8

AMERITECH INTERCONNECTION PERFORMANCE BENCHMARKS

1.0 Trunk Provisioning Intervals

| | | |
|-----|---|-----------------|
| 1.1 | Number of End Office <u>Trunks Per Order Per Day</u> | <u>Interval</u> |
| | 1-48 | 14 days |
| | 49-96 | 15 days |
| | 97 + | Negotiated |
| 1.2 | <u>New Trunk Groups to Tandem(s)</u> | Negotiated |

2.0 Trunking Grade of Service

Blocking Standards

| | |
|--|--------------------|
| <u>Traffic Type</u> | <u>Measurement</u> |
| Exchange Access Final Trunk Group Traffic via Tandems | 1/2 of 1% (0.005) |
| All Other Final Trunk Group Traffic | 1% (0.01) |

3.0 Trunk Restoral

| | |
|-----------------------|-----------------|
| <u>Type of Outage</u> | <u>Interval</u> |
| Service Affecting | within 1 hour |
| Non-Service Affecting | within 24 hours |

The Parties agree that additional Interconnection Performance Benchmarks may be agreed upon by the Implementation Team. However, if any additional Interconnection Performance Benchmarks require a Party to maintain records which it then does not maintain, the Party requesting such new or additional benchmarks shall utilize the Bona Fide Request process with respect to such records.

SCHEDULE 3.9

9-1-1 SERVICE

1.0 Standard Features

1.1. Forced Disconnect. Enables the PSAP attendant to release a connection on a 9-1-1 call, even if the calling party remains off-hook. The time required to effect the forced disconnect varies as a function of the office type.

1.2. Default Routing. Default Routing is activated when an incoming 9-1-1 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the 9-1-1 Control Office to a default PSAP if requested by the primary PSAP. Each incoming 9-1-1 facility group to the Control Office is assigned to a designated default PSAP. Default ANI and ALI data is provided when a call is Default Routed to indicate such routing has taken place.

1.3. Alternate Routing. Alternate Routing allows 9-1-1 calls to be routed to a designated alternate location if (a) all 9-1-1 Service Lines to the Primary PSAP are busy, or (b) the Primary PSAP closes down for a period (e.g., night service).

1.4. Central Office Transfer Arrangements:

1.4.1. Manual transfer enables the PSAP attendant to transfer an incoming call by depressing the switchhook of the associated telephone or the “add” button on the Display and Transfer Unit and dialing either a 10-digit telephone number, a 7-digit telephone number or a 2-digit speed calling code.

1.4.2. Fixed transfer enables a PSAP attendant to transfer incoming 9-1-1 calls to Secondary PSAPs by use of a single button on the Display and Transfer Unit.

1.4.3. Selective transfer provides the PSAP with the ability to transfer an incoming call to another responding agency by depressing a single button labeled with the type of agency (e.g., “**FIRE**”) on the Display and Transfer Unit. Selective transfer is only available when Selective Routing is provided.

2.0 9-1-1 Meet Points For Primary And Diverse Routes

The point of Interconnection for requesting carrier's Primary and Diverse Routes to the mux/co-location and 9-1-1 Control Offices is at the Ameritech Central Office. Requesting carrier shall pay tariff charges for Diverse routes. Requesting carrier will be responsible for determining the proper quantity of trunks from its End Office(s) to the Ameritech Central Office(s). Trunks between the Ameritech Central Office and the Ameritech Control Office shall be delivered by Ameritech within twenty (20) Business Days following order by requesting carrier. Following delivery, requesting carrier and Ameritech will cooperate to promptly test all transport facilities between requesting carrier's network and the Ameritech Control Office to assure proper functioning of the 9-1-1 service.

SCHEDULE 6.0

MEET-POINT BILLING RATE STRUCTURE

A. Interstate access - Terminating to or originating from requesting carrier Customers served from an requesting carrier local exchange End Office.

| Rate Element | Billing | Company |
|--------------------------------------|---|---|
| CCL | | Requesting carrier |
| Local Switching | Requesting carrier | |
| Interconnection Charge | | Requesting carrier |
| Local Transport (Tandem) Termination | | 50% Ameritech 50% Requesting carrier |
| Local Transport (Tandem) Facility | This will be calculated based on NECA tariff No. 4 filings for each Party | |
| Tandem Switching | | Ameritech |
| Entrance Facility | | Ameritech |

B. Intrastate access - Terminating to or originating from requesting carrier Customers served from an requesting carrier local exchange End Office.

| Rate Element | Billing | Company |
|--------------------------------------|---|---|
| CCL | | Requesting carrier |
| Local Switching | Requesting carrier | |
| Interconnection Charge | | Requesting carrier |
| Local Transport (Tandem) Termination | | 50% Ameritech 50% Requesting carrier |
| Local Transport (Tandem) Facility | This will be calculated based on NECA tariff No. 4 filings for each Party | |
| Tandem Switching | | Ameritech |
| Entrance Facility | | Ameritech |

SCHEDULE 9.2.1

LOCAL LOOPS

Subject to **Section 1.1** of **Schedule 9.5**, Ameritech shall allow requesting carrier to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport.

“2-Wire Analog Voice Grade Loop” or **“Analog 2W,”** which supports analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer) and terminates in a 2-Wire interface at both the central office MDF and the customer premises. Analog 2W includes Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines. Analog 2W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM-TR-TMO-000122, Ameritech Unbundled Analog Loops.

“4-Wire Analog Voice Grade Loop” or **“Analog 4W,”** which supports transmission of voice grade signals using separate transmit and receive paths and terminates in a 4-wire electrical interface at both ends. Analog 4W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM-TR-TMO-000122, Ameritech Unbundled Analog Loops.

“2-Wire ISDN 160 Kbps Digital Loop” or **“BRI-ISDN”** which supports digital transmission of two 64 kbps bearer channels and one 16 kbps data channel (2B+D). BRI-ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to Technical Reference AM-TR-TMO-000123, Ameritech Unbundled Digital Loops (including ISDN).

“2-Wire ADSL-Compatible Loop” or **“ADSL 2W”** is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire, non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995 and AM TR--TMO-000123. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the Ameritech Central Office frame. ADSL technology can only be deployed over Loops which extend less than 18 Kft. from Ameritech's Central Office. ADSL compatible Loops are available only where existing copper facilities can meet the ANSI T1.413-1995 specifications.

“2-Wire HDSL-Compatible Loop” or “HDSL 2W” is a transmission path which facilitates the transmission of a 768 kbps digital signal over a 2-Wire, non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 and AM-TR-TMO-000123 specifications.

“4-Wire HDSL-Compatible Loop” or “HDSL 4W” is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire, non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28 and AM TR-TMO-000123. HDSL compatible Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.

“4-Wire 64 Kbps Digital Loop” or “4-Wire 64 Digital” is a transmission path which supports transmission of digital signals of up to a maximum binary information rate of 64 Kbps and terminates in a 4-Wire electrical interface at both the Customer premises and on the MDF in Ameritech's Central Office. 4-Wire 64 Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-000123.

“4-Wire 1.544 Mbps Digital Loop” or “1.544 Mbps Digital” is a transmission path which supports transmission of digital signals of up to a maximum binary information rate of 1.544 Mbps and terminates in a 4-Wire electrical interface at the Customer premises and on the DSX frame in Ameritech's Central Office. 1.544 Mbps Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-00023.

SCHEDULE 9.2.2

UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES

Ameritech's Network Interface Device (“**NID**”) is a Network Element that utilizes a cross-connect device to connect loop facilities to inside wiring.

Ameritech will permit requesting carrier to connect requesting carrier's loop to the inside wiring of the Customer's premises through Ameritech's NID, where necessary. Requesting carrier must establish the connection to Ameritech's NID through an adjoining NID which serves as the network interface or demarcation for requesting carrier's loop.

Maintenance and control of premises (inside wiring) is under the control of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

SCHEDULE 9.2.3

SWITCHING CAPABILITY

1.0 Local Switching. The local switching capability of a Network Element is defined as:

- (1) line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;
- (2) trunk-side facilities, which include the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and
- (3) all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:
 - (a) the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to Ameritech's Customers, such as a telephone number, white page listing, and dial tone;
 - (b) access to operator services, directory assistance and 9-1-1; and
 - (c) all other features that the switch provides, including custom calling, CLASS features and Centrex, as well as any technically feasible customized routing functions available from such switch.

When local switching is provided by Ameritech, requesting carrier will receive Customer Usage Data and billing information in accordance with the requirements of **Section 10.16**.

2.0 Tandem Switching.

2.1 The Tandem Switching Capability Network Element is defined as:

- (1) an unbundled Network Element in Ameritech's Class 4 non-TOPS digital Tandem Switches, which includes Interconnection with the trunk at the Tandem Distribution Frame (“**TDF**”) and the Tandem Switch trunk ports;
- (2) the basic switching function of creating a temporary transmission path that connects requesting carrier's trunks to the trunks of Ameritech, IXC's, ICO's, CMRS, and other LEC's interconnected to the Tandem Switch.

2.2 Interconnecting trunk types which can be switched include FGB, FGC, FGD and Type II. Signaling support includes Rotary, MF, and SS7 and any signaling conversions between these signaling formats.

2.3 Variations in Tandem Switching equipment used to provide service in specific locations may cause differences in the operation of certain features.

2.4 The unbundled Tandem Switching Network Element will provide to requesting carrier all available basic Tandem Switching functions and basic capabilities that are centralized in the Tandem Switch (and not in End Office Switches), including the following functions Ameritech makes available to its Customers:

1. Routing of calls from an inbound trunk to an outbound trunk based on destination digits.
2. Routing of Equal Access or Operator Service calls from an inbound trunk to an outbound trunk based on the CIC forwarded by the inbound trunk.

2.5 Translations, screening, blocking, and route indexing are provided if technically feasible under the standard switching translations and screening in use in that switch. A request for translations, screening, blocking, route indexing other than what is available (i.e., features that the switch is capable of providing) in that switch will be provided where technically feasible as a Bona Fide Request. Ameritech will provide these features if technically feasible and upon agreement by requesting carrier to pay the applicable recurring and nonrecurring costs of developing, installing, providing and maintaining the capability.

Variations in the Tandem Switching equipment or translation and screening used to provide service in specific locations may cause differences in the operation of the element.

SCHEDULE 9.2.4

INTEROFFICE TRANSMISSION FACILITIES

Interoffice Transmission Facilities are Ameritech transmission facilities dedicated to a particular Customer or carrier, or shared by more than one Customer or carrier, used to provide Telecommunications Services between Wire Centers owned by Ameritech or requesting carrier, or between Switches owned by Ameritech or requesting carrier.

1. Ameritech provides several varieties of unbundled transport facilities:

- 1.1. Unbundled dedicated interoffice transport facility (“**Dedicated Transport**”) is a dedicated facility connecting two Ameritech Central Offices buildings via Ameritech transmission equipment. In each Central Office building, requesting carrier will Cross-Connect this facility to its own transmission equipment (physically or virtually) Collocated in each Wire Center, or to other unbundled Network Elements provided by Ameritech to the extent the requested combination is technically feasible and is consistent with other standards established by the FCC for the combination of unbundled Network Elements. All applicable digital Cross-Connect, multiplexing, and Collocation space charges apply at an additional cost.

- 1.2. “Unbundled dedicated entrance facility” is a dedicated facility connecting Ameritech's transmission equipment in an Ameritech Central Office with requesting carrier's transmission equipment in requesting carrier's Wire Center for the purposes of providing Telecommunications Services.

- 1.3. Shared transport transmission facilities (“**Shared Transport**”) are a billing arrangement where two (2) or more carriers share the features, functions and capabilities of transmission facilities between the same types of locations as described for dedicated transport in **Sections 1.1** and **1.2** preceding and share the costs.

2. Ameritech shall offer Interoffice Transmission Facilities in each of the following ways:

- 2.1. As a dedicated transmission path (e.g., DS1, DS3, OC3, OC12 and OC48) dedicated to requesting carrier.

- 2.2. As a shared transmission path as described in **Section 1.3** above.

3. Where Dedicated Transport or Shared Transport is provided, it shall include (as appropriate):

- 3.1. The transmission path at the requested speed or bit rate.

3.2. The following optional features are available; if requested by requesting carrier, at additional cost:

3.2.1. Clear Channel Capability per 1.544 Mbps (DS1) bit stream.

3.2.2. Ameritech provided Central Office multiplexing:

(a) DS3 to DS1 multiplexing; and

(b) DS1 to Voice/Base Rate/128, 256, 384 Kpbs Transport multiplexing.

3.3. If requested by requesting carrier, the following are available at an additional cost:

3.3.1. 1+1 Protection for OC3, OC12 and OC48.

3.3.2. 1+1 Protection with Cable Survivability for OC3, OC12 and OC48.

3.3.3. 1+1 Protection with Route Survivability for OC3, OC12 and OC48.

4. Technical Requirements.

This Section sets forth technical requirements for all Interoffice Transmission Facilities:

4.1. When Ameritech provides Dedicated Transport as a circuit, the entire designated transmission facility (e.g., DS1, DS3, and where available, STS-1) shall be dedicated to requesting carrier designated traffic.

4.2. Ameritech shall offer Dedicated Transport in all then currently available technologies including DS1 and DS3 transport systems, SONET Bi-directional Line Switched Rings, SONET Unidirectional Path Switched Rings, and SONET point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates, except subrate services, where available.

4.3. For DS1 facilities, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "CI to CO" connections in the applicable technical references set forth under Dedicated and Shared Transport in the Technical Reference Schedule.

4.4. For DS3 and, where available, STS-1 facilities and higher rate facilities, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified

for Customer Interface to Central Office “CI to CO” connections in the applicable technical references set forth under Dedicated and Shared Transport in the Technical Reference Schedule.

4.5. When requested by requesting carrier, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

4.6. When physical diversity is requested by requesting carrier, Ameritech shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by requesting carrier).

4.7. Any request by requesting carrier for diversity shall be subject to additional charges.

4.8. Upon requesting carrier’s request and its payment of any additional charges, Ameritech shall provide immediate and continuous remote access to performance monitoring and alarm data affecting, or potentially affecting, requesting carrier’s traffic.

4.9. Ameritech shall offer the following interface transmission rates for Dedicated Transport:

4.9.1. DS1 (Extended SuperFrame - ESF, D4, and unframed applications (if used by Ameritech));

4.9.2. DS3 (C-bit Parity and M13 and unframed applications (if used by Ameritech) shall be provided);

4.9.3. SONET standard interface rates in accordance with the applicable ANSI technical references set forth under Dedicated and Shared Transport in the Technical Reference Schedule. In particular, where STS-1 is available, VT1.5 based STS-1s will be the interface at an requesting carrier service node.

4.10. Upon requesting carrier's request, Ameritech shall provide requesting carrier with electronic provisioning control of an requesting carrier specified Dedicated Transport through Ameritech Network Reconfiguration Service (ANRS) on the rates, terms and conditions in F.C.C. Tariff No. 2.

4.11. Ameritech shall permit, at applicable rates, requesting carrier to obtain the functionality provided by DCS together with and separate from dedicated transport in the same manner that Ameritech offers such capabilities to IXC's that purchase transport services. If requesting carrier requests additional functionality, such request shall be made through the Bona Fide Request process.

SCHEDULE 9.2.5

SIGNALING NETWORKS AND CALL-RELATED DATABASES

1.0 Signaling Transfer Points.

A Signaling Transfer Point (STP) is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

1.1. Technical Requirements.

1.1.1. STPs shall provide access to all other Network Elements connected to Ameritech SS7 network. These include:

- 1.1.1.1. Ameritech Local Switching or Tandem Switching;
- 1.1.1.2. Ameritech Service Control Points/Databases;
- 1.1.1.3. Third-party local or tandem switching systems; and
- 1.1.1.4. Third-party-provided STPSs.

1.1.2. The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the Ameritech SS7 network. This explicitly includes the use of the Ameritech SS7 network to convey messages which neither originate nor terminate at a Signaling End Point directly connected to the Ameritech SS7 network (i.e., transient messages). When the Ameritech SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

1.1.3. If an Ameritech Tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a requesting carrier local switch and third party local switch, the Ameritech SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the requesting carrier local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local

switch is not directly connected to the Ameritech STPSs, based on the routing instruction provided in each message.

1.1.4. STPs shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

- 1.1.4.1. Signaling Data Link functions, as specified in ANSI T1.111.2;
- 1.1.4.2. Signaling Link functions, as specified in ANSI T1.111.3; and
- 1.1.4.3. Signaling Network Management functions, as specified in ANSI T1.111.4.

1.1.5. STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is an Ameritech local or tandem switching system or database, or is an requesting carrier or third party local or tandem switching system directly connected to the Ameritech SS7 network, STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPSs in an SS7 network connected with the Ameritech SS7 network, and shall not perform SCCP Subsystem Management of the destination.

1.1.6. STPs shall also provide the capability to route SCCP messages based on ISNI, as specified in ANSI T1.118, when this capability becomes available on Ameritech STPSs.

1.1.7. STPs shall provide all functions of the OMAP commonly provided by STPSs. This includes:

- 1.1.7.1. MTP Routing Verification Test (MRVT); and
- 1.1.7.2. SCCP Routing Verification Test (SRVT).

1.1.8. In cases where the destination signaling point is an Ameritech local or tandem switching system or database, or is a requesting carrier or third party local or tandem switching system directly connected to the Ameritech SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPSs in an SS7 network connected with the Ameritech SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of Ameritech STPSs.

1.1.9. STPs shall be equal to or better than the following performance requirements:

1.1.9.1. MTP Performance, as specified in ANSI T1.111.6; and

1.1.9.2. SCCP Performance, as specified in ANSI T1.112.5.

1.2. Signaling Link Transport.

1.2.1. Definition. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 Kbps transmission paths between requesting carrier-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

Technical Requirements.

1.2.2. Signaling Link Transport shall consist of full duplex mode 56-Kbps transmission paths.

1.2.3. Of the various options available, Signaling Link Transport shall perform in the following two (2) ways:

- a) As an “A-link” which is a connection between a switch or SCP and a Signaling Transfer Point Switch (STPS) pair; and
- b) As a “D-link” which is a connection between two (2) STP mated pairs in different company networks (e.g., between two (2) STPS pairs for two Competitive Local Exchange Carriers (CLECs)).

1.2.4. Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:

- a) An A-link layer shall consist of two (2) links.
- b) A D-link layer shall consist of four (4) links.

1.2.5. A signaling link layer shall satisfy a performance objective such that:

- a) There shall be no more than two (2) minutes down time per year for an A-link layer; and
- b) There shall be negligible (less than two (2) seconds) down time per year for a D-link layer.

1.2.6. A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

- a) No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and
- b) No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a D-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

1.2.7. Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at the requesting carrier-designated SPOI. Each 56 Kbps transmission path shall appear as a DS0 channel within the DS1 interface.

2.1. Toll Free Database Services.

2.1.1. Call Routing Service. The Call Routing Service provides for the identification of the carrier to whom a call is to be routed when a toll-free (1+800-NXX-XXXX or 1+888-NXX-XXXX) call is originated by Customer. This function uses the dialed digits to identify the appropriate carrier and is done by screening the full ten digits of the dialed number. The Call Routing Service may be provided in conjunction with a Customer's InterLATA or IntraLATA Switched Exchange Access Service.

When 800 Call-Routing service is provided, an originating call is suspended at the first switching office equipped with a Service Switching Point (SSP) component of the SSC/SS7 Network. The SSP launches a query over signaling links (A-links) to the Signal Transfer Point (STP), and from there to the SCP. The SCP returns a message containing the identification of the carrier to whom the call should be routed and the call is processed.

Requesting carrier's SS7 network is used to transport the query from its End Office to the Ameritech SCP. Once requesting carrier's identification is provided, requesting carrier may use the information to route the toll-free traffic over its network. In these cases, Ameritech Switched Access services are not used to deliver a call to requesting carrier. The toll-free carrier ID date may not be stored for requesting carrier's future use.

2.1.2. Routing Options. In addition to the toll-free service offerings, new routing options are offered. These options are purchased by toll-free service providers to allow their clients to define complex routing requirements on their toll-free service. Toll-free routing options allow the service provider's Customer to route its toll-free calls to alternate carriers and/or destinations based on time of day, day of week, specific dates or other criteria. These routing options are in addition to the basic toll-free call routing

requirements which would include the toll-free number, the intraLATA carrier, the interLATA carrier and the Area of Service (AOS).

2.1.3. Carrier Identification. Requesting carrier may choose the 800 Carrier Identification service to obtain toll-free number screening. With this service, requesting carrier will launch a query to the Ameritech database using its own Service Switching Points (SSPs) network. In contrast to the Call Routing Service described in **Section 2.1.1** above, with the 800 Carrier Identification service, no routing is performed.

2.1.4. Number Administration. Requesting carrier, at its option, may elect to use Ameritech's toll-free Service which includes toll-free Number Administration Service (NAS). With this service, Ameritech will perform the Responsible Organization service, which involves interacting with the national Service Management System (SMS/800), on behalf of the Customer. Responsible Organization services include activating, deactivating and maintaining 800/888 number records as well as trouble referral and clearance. If requesting carrier does not select NAS, requesting carrier will perform the Responsible Organization service.

2.2. LIDB Database Service.

2.2.1. The Line Information Database (LIDB) Query Response Service is a validation database system. It enables requesting carrier to offer alternately billed services to its Customers. The database provides an efficient way to validate calling cards and toll billing exception (TBE) (i.e., restricts a collect or third-party billed call). Toll fraud protection and reduced call set up expenses are among the benefits of the service.

2.2.2. Billing information records include the Customer name, phone number security personal identification numbers and third-party acceptance indications. Prior to call completion, a query is launched to the LIDB to determine the validity of the requested billing method. The call is then completed or denied based on the LIDB's response.

2.3.CNDS Database Service.

2.3.1 Caller ID identifies a calling party's telephone number through a switch-based feature installed in Ameritech's Central Office. CNDS is a CCIS/SS7 network based feature that accesses a CNDS database within the LIDB to provide a name associated with the calling party's telephone number. This service is provided using TR1188 protocol.

2.3.2 A Customer who subscribes to Caller ID with Name will see the listed name associated with the calling party's telephone line displayed on his/her Caller ID display unit. The telephone number associated with the telephone line of the calling party will also be displayed.

2.3.3 Ameritech shall charge requesting carrier for the CNDS Database Service in a similar manner to that which Ameritech charges requesting carrier for the LIDB Database Service, including a per query charge.

2.4 Local Number Portability.

2.4.1 Ameritech's provision of LNP will utilize LRN switch software based on requirements developed by the workshop participants and concurred in by the Commission. These requirements are fully compliant with the principles adopted by the FCC in its First Report and Order, CC-Docket No. 95-116 (the "Number Portability Order"). The detailed description and technical specifications for the planned LRN implementation can be found in various documents produced by the FCC Local Number Portability workshop.

2.4.2 Ameritech is fully prepared to provide LNP database access to requesting carrier. However, in adopting its Number Portability Order, the FCC referred certain technical and other issues to the North American Numbering Council (NANC) and issued a further notice addressing the recovery of costs associated with LNP implementation. Until these activities are concluded, Ameritech cannot finalize product descriptions and rates for access to its LNP database. Nonetheless, Ameritech is willing to begin discussions with requesting carrier to discuss requesting carrier's access to Ameritech's LNP databases in lieu of constructing requesting carrier's own.

2.5. Unbundled AIN Application Process.

2.5.1. The AIN architecture establishes a network infrastructure in which subscriber services can be defined and implemented independent from End-Office Switches. This is accomplished by a combination of SS7 signaling, interfaces between Network Elements and call-state models through which AIN Network Elements interact.

2.5.2. Ameritech's Unbundled AIN (Advanced Intelligent Network) Applications Access service will be provided on a nondiscriminatory basis and enable requesting carrier (whether it purchases unbundled switching capabilities from Ameritech or owns its own SSP (Service Switching Point)) to offer its Customers AIN services. Ameritech will make available existing AIN retail applications, as well as newly created services that requesting carrier creates via the Ameritech AIN Service Creation Environment (SCE) Access service. Unbundled AIN Applications Access provides for the AIN functionality necessary for the day to day ongoing call processing associated with a specific AIN applications execution. This includes the SS7 transport and SCP processing of the query associated with the specific service.

2.5.3. Associated with the AIN SCP is a Service Creation Environment (SCE) and a Service Management System (SMS). Ameritech offers access to the Ameritech SMS and SCE capabilities via two

(2) AIN offerings: AIN Service Creation Environment Access Service and AIN Service Management System Access Service.

2.5.4. Carriers will share the common AIN infrastructure components provided by Ameritech, such as a Service Control Point (SCP), a Signaling Transfer Point (STP), Service Management System (SMS), and, if requesting carrier purchases Unbundled Switching from Ameritech, the AIN Service Switching Point (SSP). Requesting carrier shall be responsible for assuring the compatibility of its AIN SSP software generics with the Ameritech AIN Applications and SCP software releases. Interconnection of the requesting carrier SSP with the Ameritech SS7 network is required, and can be accomplished in a number of ways.

2.5.5. Activation of the desired application at the Ameritech SCP requires subscription by both the ordering carrier requesting carrier and the end-user. In general, AIN operations require close cooperation between Ameritech and the requesting Carrier.

2.5.6. The SSP and SCP vendors provide logical capabilities which Ameritech uses to create each AIN service. The SSP and SCP vendors have no knowledge of the specific AIN Applications that Ameritech has created. Ameritech's AIN deployment is based on AIN 0.1.

3.1. AIN Service Creation Environment Access Service.

Access to Ameritech's AIN service creation functionality will be provided in a nondiscriminatory manner to requesting carrier to enable it to create new AIN services on Ameritech's network. If requesting carrier has a new AIN service concept, it can utilize all or some of the features below to obtain a fully functional AIN service. Ameritech will furnish requesting carrier with a list of AIN Applications and the switches on which such applications are available, including the software version of AIN on such switch type. The following is a list of AIN service creation functions available via this service offering:

3.1.1. Service Concept Description: The description of service idea should detail requirements such as: dialing patterns, information exchange, announcements, voice prompts, expected service management screens and reports, and CPE requirements. The AIN service creation functions made available to requesting carrier must be the same ones Ameritech uses, subject to any third party restrictions Ameritech may be subject to.

3.1.2. Creation of Technical Specification: Translation of a new service description into a technical specification including engineering requirements for Ameritech's network. The technical specification must detail how the service interacts in the network, translated in network terms, should include any expected/anticipated feature interaction discrepancies, and will include the process flows on how the service traverses the network.

3.1.3. Service Logic Design: The development of service design from SCP perspective to include Algorithms, Data Structures and Flow Diagrams.

3.1.4. Service Logic Coding: Development of machine logic in the SCE to include tables, SIBBs, and other elements as necessary.

3.1.5. Service Logic Testing: Service logic testing isolated within the to SCE to ensure accuracy of compilation and code development and compliance with Ameritech's AIN environment.

3.1.6. SMS Interface Requirements: Development of requesting carrier SMS interface access including screens, flow-through interface and reports. This is required to allow requesting carrier to activate, update, modify, and administer Customer data associated with the new service.

3.1.7. Platform Access Logic Configuration: Service specific updates to global infrastructure required to enable new service. Includes modification of the access logic to enable a new service.

3.1.8. Service Integration Testing (SIL): Intensive laboratory testing of service in conjunction with all Ameritech Switch types and or provider switch types and generics (as necessary) to minimize potential feature interaction conflicts and negative network reactions. Resources must be made available to requesting carrier on a nondiscriminatory basis.

3.1.9. Network Implementation: Conditioning of the SMS, SCP, SSP, or STP to accept service including network translations, signaling connectivity, dialing plans, and coordination of provisioning process.

3.1.10. Field Testing: Comprehensive controlled testing in a live switch environment, possibly at requesting carrier's SSP location.

3.2. AIN Service Management System Access Service.

3.2.1. Access to Ameritech's AIN service management system functionality will be provided in a nondiscriminatory manner to requesting carrier to enable it to manage AIN services located wholly within Ameritech's network (SCP & SSP) or to manage AIN services where the service logic is located within Ameritech's SCP and the Customer is served from requesting carrier's AIN-compatible SSP. Upon request of requesting carrier, Ameritech shall provide requesting carrier the unbundled AIN Applications Access service product description and a list of existing Ameritech AIN applications.

3.2.2. The Service Management System (SMS) is the administration system for the service logic and data in the Advanced Intelligent Network (AIN) Service Control Point (SCP). The SMS contains the master copy of service level, subscriber level and subscription level data. The SMS also contains a copy of the service logic.

Logical access to the SMS will be managed by a set of programs designed by Ameritech. These programs provide security for the data that resides on the AIN platforms by allowing user access to only specific data that is appropriate to the customer or carrier. Whether explicitly stated in this document or not, all access to the SMS is managed through these programs. The only exceptions to managed access to SMS functionality are for the Ameritech Network Services organizations that administer the AIN platforms. They require direct access in order to appropriately administer the platforms.

Mediated access to SMS functionality will be provided through interface programs that will be developed for specific services. Requesting carrier will have access to all of the data that the service requires in order to administer that service for its Customers. This includes service level, subscriber level, and subscription level data as well as any reports and measurement data that is mutually agreed upon by Ameritech and requesting carrier.

3.2.3. Service Logic. The SMS receives a copy of the service logic and service management logic from the Service Creation Environment (SCE) system. After population of specific network level and service level data, the SMS downloads a view of the service logic to the designated SCPs. The service management logic remains in the SMS to complement SMS utilities in the monitoring and administration of a specific service.

It is required that all of the Service Creation unit testing, System Integration Lab (SIL) testing and Network Deployment Testing has been completed.

It may be necessary for requesting carrier to negotiate timing and supply service specific data before that service can be deployed in the appropriate SCPs. Ameritech, however, is totally responsible for service logic deployment and initial SCP memory load in its network. Requesting carrier will receive timing and supply of service specific data in a nondiscriminatory manner.

3.2.4. Service Administration. Service administration involves the management of service level data which the service logic requires for its execution. SMS supports the management of service specific common data. Any changes to the data representation of the Ameritech network, which impact one or more carrier services will be administered by Ameritech. Other requesting carrier specific or service specific data changes will be identified and administered by requesting carrier.

SCHEDULE 9.2.6

OPERATIONS SUPPORT SYSTEMS FUNCTIONS

1.0 Pre-Ordering, Ordering and Provisioning. Ameritech will use the interface described in **Section 10.13.2(a)** (including the separate interface used for ordering prior to the first quarter of 1997) for the transfer and receipt of data necessary to perform the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number and due date selection). However, the Access Services Request (ASR) interface will be used for the transfer of information concerning the Network Elements and Combinations which requesting carrier intends to order in a specific Wire Center ("**Footprint**" or "**Trunk Side Information**").

2.0 Maintenance and Repair. Ameritech will use the interface described in **Section 10.13.3(a)** for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status).

3.0 Billing. Ameritech will provide appropriate usage data to requesting carrier to facilitate Customer billing with attendant acknowledgments and status reports and exchange information to process claims and adjustments.

SCHEDULE 9.2.7

OPERATOR SERVICES AND DIRECTORY SERVICES

1.0 Operator Services. Operator Services consist of the following services.

1.1 Manual Call Assistance - manual call processing with operator involvement for the following:

(a) Calling card - the Customer dials 0+ or 0- and provides operator with calling card number for billing purposes.

(b) Collect - the Customer dials 0+ or 0- and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.

(c) Third number billed - the Customer dials 0+ or 0- and asks the operator to bill the call to a different number than the calling or called number.

(d) Operator assistance - providing local and intraLATA operator assistance for the purposes of:

(1) assisting Customers requesting help in completing calls or requesting information on how to place calls;

(2) handling emergency calls;

(3) handling credits and coin telephone local refund requests; and

(4) handling person-to-person calls.

(e) Operator Transfer Service (“**OTS**”) - calls in which the Customer dials “0”, is connected to an Ameritech operator and then requests call routing to an IXC subscribing to OTS. The operator will key the IXC’s digit carrier identification code to route the Customer to the requested IXC’s point of termination.

(f) BLV - Service in which operator verifies a busy condition on a line.

(g) BLVI - service in which operator, after verifying a busy line, interrupts the call in progress.

1.2 Automated Call Assistance - mechanized call processing without operator involvement for the following:

(a) Automated calling card service (“**ACCS**”) - the Customer dials 0 and a telephone number, and responds to prompts to complete the billing information.

(b) Automated Alternate Billing Service (“**AABS**”) -

(1) the Customer dials 0 and a telephone number and responds to prompts to process the call and complete the billing information (Customer branding not currently available).

(2) ACCS calculates charges, relates the charge to the Customer, and monitors coins deposited before connecting the 1 + intraLATA or interLATA call.

1.3 Line Information Database (“**LIDB**”) Validation - mechanized queries to a LIDB for billing validation.

1.4 Database Access - To the extent technically feasible, Ameritech will provide access to databases used in the provisioning of Operator Services via requesting carrier's Bona Fide Request.

2.0 Directory Assistance. Directory Assistance (“**DA**”) service shall consist of the following services.

2.1 Directory Assistance - those calls in which the Customer dial digits designated by requesting carrier to obtain Directory Assistance for local numbers located within his/her NPA. Two listings will be provided per call.

2.2 Branding - the ability to put messages on the front end of a DA call that is directly trunked into Ameritech's DA switch.

2.3 Information Call Completion - provides a Customer who has accessed the DA service and has received a number from the Audio Response Unit (“**ARU**”) the option of having an intraLATA call completed by pressing a specific digit on a touch tone telephone. Information Call Completion is only available to requesting carrier if it direct trunks its DA calls to Ameritech.

2.4 Upon request, and through a technically feasible arrangement, Ameritech will provide access to databases used in the provisioning of DA via requesting carrier's Bona Fide Request at rates that recover Ameritech's costs of developing, providing and maintaining the service. Such unbundled access

to the DA database shall be for the purpose of having requesting carrier's Telephone Exchange Service DA listing in the area placed into Ameritech's DA database, or to enable requesting carrier to read DA listing in the database so that requesting carrier can provide its own DA service.

3.0 Rate Application. Ameritech shall bill requesting carrier the applicable rates on a monthly basis, in accordance with the following methodology:

3.1 Manual Call Assistance - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls, whether or not they are completed.

3.2 Automated Call Assistance (ACCS and AABS) - call occurrences multiplied by the per call occurrence rate. Total call occurrences shall include all processed calls, whether or not they are completed.

3.3 LIDB Validation - validation occurrences multiplied by the LIDB validation per occurrence rate. Total validation occurrences shall include all validations, whether or not the call is completed. Ameritech will accumulate operator occurrences, automated occurrences, and LIDB validation occurrences via its Operator Services Call Analysis System (“**OSCAS**”). OSCAS utilizes TOPS AMA recordings to produce monthly summaries of mechanized and manual call occurrences.

3.4 BLV - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls whether or not they are completed.

3.5 BLVI - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls whether or not they are completed.

3.6 Lost Records. If Ameritech is responsible for lost, destroyed, or mutilated TOPS AMA recordings, Ameritech will not bill requesting carrier for those calls for which there are no records. Likewise, Ameritech shall not be held responsible by requesting carrier for lost revenue. However, if within ninety (90) days, actual data should become available, Ameritech will bill requesting carrier for those calls using actual data.

SCHEDULE 9.3.4

COMBINATIONS

1. Unbundled Element Platform with Operator Services and Directory Assistance.

Unbundled Loop
Local Switching
Operator Services and Directory Assistance
Shared Transport
Dedicated Transport
STPs
Signaling Link Transport
Service Control Points (SCPs)/Databases
Tandem Switching

2. Loop Combination

Unbundled Loop
Network Interface Device

3. Switching Combination #1

Shared Transport
Dedicated Transport
STPs
Signaling Link Transport
Service Control Points (SCPs)/Databases
Tandem Switching

The price for each Combination shall include the applicable charges (including any applicable usage charges) for each unbundled Network Element provided as part of each Combination.

SCHEDULE 9.3.5

COMBINATIONS AVAILABLE THROUGH BONA FIDE REQUEST

1. Loop/Network Combination

Unbundled Loop
Shared Transport
Dedicated Transport
STPs
Signaling Link Transport
Service Control Points (SCPs)/Databases
Tandem Switching

2. Switching Combination #2

Network Interface Device
Local Switching
Shared Transport
Dedicated Transport
SS7 Message Transfer & Connection Control
Signaling Link Transport
Service Control Points (SCPs)/Databases
Tandem Switching

3. Switching Combination #3

Network Interface Device
Local Switching
Operator Systems
Shared Transport
Dedicated Transport
SS7 Message Transfer & Connection Control
Signaling Link Transport
Service Control Points (SCPs)/Databases
Tandem Switching

4. Switched Data Services

Network Interface Device

Local Switching
Shared Transport
Dedicated Transport
Tandem Switching

5. Unbundled Element Platform Without Operator Services and Directory Assistance

Unbundled Loop
Local Switching
Shared Transport
Dedicated Transport
STPs
Signaling Link Transport
Service Control Points (SCPs)/Databases
Tandem Switching

SCHEDULE 9.5

PROVISIONING OF NETWORK ELEMENTS

1.0 General Provisioning Requirements.

- 1.1 Subject to the terms of **Article IX**, requesting carrier may order and/or request Elements either individually or as Combinations.
- 1.2 The Combinations set forth on **Schedule 9.3.4** and any additional Combination provided previously hereunder by Ameritech pursuant to the Bona Fide Request process shall be identified and described by requesting carrier so that they can be ordered and provisioned as a Combination and shall not require the enumeration of each Network Element within that Combination on each provisioning order; provided that in each case requesting carrier shall specify on each order the type of service to be provided as well as the engineering and routing characteristics (e.g., redundancy requirements and data transfer rates) requesting carrier requests for such Combination.
- 1.3 Requesting carrier may order from Ameritech multiple individual Network Elements on a single order without the need to have requesting carrier send an order for each such Network Element if such Network Elements are (i) for a single type of service, (ii) for a single location and (iii) for the same account.
- 1.4 Ameritech shall provide provisioning services to requesting carrier Monday through Friday from 8:00 a.m. to 5:00 p.m. CST. Requesting carrier may request Ameritech to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If requesting carrier requests that Ameritech perform provisioning services at times or on days other than as required in the preceding sentence, Ameritech shall quote, within three (3) Business Days of the request, a cost-based rate for such services. If requesting carrier accepts Ameritech's quote, Ameritech shall perform such provisioning services.
- 1.5 Ameritech shall provide a Single Point of Contact (each, a SPOC) for ordering and provisioning contacts and order flow involved in the purchase and provisioning of Ameritech's unbundled Network Elements or Combinations. The SPOCs shall provide an electronic interface twenty-four (24) hours a day, seven (7) days a week for all ordering and provisioning order flows. Each SPOC shall also provide to requesting carrier a toll-free nationwide telephone number (operational from 8:00 a.m. to 5 p.m., Monday through Friday) which will be answered by capable staff trained to answer

questions and resolve problems in connection with the provisioning of Network Elements or Combinations.

- 1.6 Ameritech shall provide to requesting carrier a single point of contact (the **“Unbundling Ordering Center”**) for ordering unbundled Network Elements. A national toll-free number will be provided from 7:00 a.m. to 5:00 p.m. CST, Monday through Friday. This Unbundling Ordering Center is responsible for order acceptance, order issuance, and return of the Firm Order Commitment (FOC) to requesting carrier as specified in this **Schedule 9.5**.

In addition, Ameritech shall provide to requesting carrier a single point of contact (the **“Unbundling Service Center”**) for all provisioning, maintenance, repair, and cutover coordination. A national toll-free number will be provided from 6:30-a.m. to 12:00 a.m. CST Monday through Friday. Out of hours maintenance questions are handled by a **“Fold Down Center.”**

- 1.7 Ameritech will recognize requesting carrier as the Customer of Record of all Network Elements and agreed to Combinations ordered by requesting carrier and will send all notices, invoices and pertinent Customer information directly to requesting carrier.
- 1.8 Ameritech may not initiate any disconnection or rearrangement of any requesting carrier ordered Element or Combination, except as directed by requesting carrier or as otherwise provided in this Agreement.
- 1.9 When requested by requesting carrier, Ameritech will schedule installation appointments with Ameritech's representative on the line with requesting carrier's representative until requesting carrier has access to Ameritech's scheduling system.
- 1.10 Ameritech will provide requesting carrier with a Firm Order Confirmation (FOC) for each order, within forty-eight (48) hours of Ameritech's receipt of that order, or within a different time interval agreed upon by the Implementation Team but in any event, not less than forty-eight (48) hours. The FOC must contain an enumeration of requesting carrier's ordered Network Elements or Combination features, options, physical Interconnection, quantity, and Ameritech commitment date for order completion (**“Committed Due Date”**), which commitment date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time.
- 1.11 Upon work completion, Ameritech will provide requesting carrier electronically (unless otherwise notified by requesting carrier) with an order completion per order that states

when that order was completed. Ameritech shall respond with specific order detail as enumerated on the FOC and shall state any additional charges (e.g., time and materials charges) up to a previously agreed upon limit associated with that order.

- 1.12 Ameritech will perform pre-testing of Network Elements and Combinations in accordance with Ameritech's standards. At requesting carrier's request, Ameritech will make available to requesting carrier on a weekly batch basis any available test and turn-up results in support of the Network Elements or Combinations ordered by requesting carrier. Requesting carrier shall be responsible for any costs incurred by Ameritech to provide copies of any available results. If requesting carrier requests Ameritech to provide requesting carrier with any test or turn-up results which Ameritech does not then generate, requesting carrier shall request such results through the Bona Fide Request process.
- 1.13 As soon as identified, Ameritech shall provide notification electronically of requesting carrier orders that are incomplete or incorrect and therefore cannot be processed.
- 1.14 As soon as identified, Ameritech shall provide notification electronically of any instances when Ameritech's Committed Due Dates are in jeopardy of not being met by Ameritech on any element or feature contained in any order for Network Elements or Combinations. Ameritech shall indicate its new committed due date as soon as such date is available.
- 1.15 Within twenty-four (24) hours of requesting carrier's request, Ameritech will perform cooperative testing with requesting carrier (including trouble shooting to isolate any problems) to test Network Elements or Combinations purchased by requesting carrier in order to identify any performance problems.
- 1.16 Subject to **Article IX**, Network Elements and Combinations will be provisioned with a combination of customer-specific and bulk orders as specified by requesting carrier.
- 1.17 When requesting carrier orders Network Elements or Combinations that are currently interconnected and functional and remain interconnected to the same adjacent Network Elements, such Network Elements and Combinations will remain interconnected and functional without any disconnection or disruption of functionality of such Network Elements. There shall be no charge for such interconnection. Consequently, for Ameritech retail Customers who simply wish to switch their local service providers and keep the same type of service provided through the same equipment, this method of ordering will accomplish this with no physical changes required in the existing Network Elements. Under these circumstances, it shall not be necessary for requesting carrier to collocate equipment in Ameritech Central Offices to connect the unbundled Network

Element. If shared Network Elements are used, Ameritech will be responsible for all engineering, provisioning and maintenance of these components to ensure they support the agreed-upon grade of service.

1.18 Ameritech shall provide to requesting carrier upon request:

- (a) a list of all services and features technically available from each switch that Ameritech may use to provide Local Switching, by switch CLLI;
- (b) a listing by street address detail, of the service coverage area of each switch CLLI;
- (c) when available, all engineering design and layout information for each Network Element and Combination; provided that requesting carrier shall pay Ameritech for the costs incurred by Ameritech to provide requesting carrier with copies of such information;
- (d) a listing of all technically available functionalities for each Network Element or Combination; and
- (e) advanced information on the details and requirement for planning and implementation of NPA splits.

1.19 Promptly after the Effective Date, Ameritech shall provide requesting carrier an initial electronic copy of the following information:

- (a) Street address verification;
- (b) Switch identification by service address; and
- (c) Switch feature verification.

Electronic updates to such information shall be provided monthly to requesting carrier as changes are made to such information.

1.20 For orders of Network Elements (and INP with the installation of a Loop) that require coordination among Ameritech, requesting carrier and requesting carrier's Customer, requesting carrier shall be responsible for any necessary coordination with the requesting carrier Customer.

2.0 Unbundled Local Loop Transmission

2.1 Access to Unbundled Local Loops.

2.1.1 Requesting carrier shall access Ameritech's Unbundled Local Loops via Collocation or in accordance with **Article IX** of this Agreement at the Ameritech Wire Center where that element exists and each Loop shall be delivered to requesting carrier's Collocation by means of a Cross-Connection, which shall be an additional charge.

2.1.2 Ameritech shall provide requesting carrier access to its unbundled Loops at each of Ameritech's Wire Centers. In addition, if requesting carrier requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Ameritech shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no charge to requesting carrier. If, however, no spare physical Loop is available, Ameritech shall within forty-eight (48) hours of requesting carrier's request notify requesting carrier of the lack of available facilities. Requesting carrier may then at its discretion make a Bona Fide Request for Ameritech to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s). Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in **Section 2.2.2** of this Schedule and the Ameritech Network Element Performance Benchmarks set forth in **Schedule 9.10** of this Agreement shall not apply to unbundled Loops provided under this **Section 2.1.2**.

2.1.3 If requesting carrier orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be requested where technically feasible to meet the specification using such distance extensions and additional rates and charges shall apply as set forth at Item V of the Pricing Schedule.

| Loop Type | Technical Reference/Limitation |
|---------------------|---------------------------------|
| Electronic Key Line | 2.5 miles |
| ISDN | Bellcore TA-NWT-000393 |
| HDSL 2W | T1E1 Technical Report Number 28 |
| HDSL 4W | T1E1 Technical Report Number 28 |
| ADSL 2W | ANSI T1.413-1995 Specification |

2.2 Provisioning of Unbundled Loops.

The following coordination procedures shall apply for conversions of **“live”** Telephone Exchange Services to unbundled Network Elements:

2.2.1 Requesting carrier shall request unbundled Loops from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a **“Service Order”**) using the electronic interface described on **Schedule 9.2.6**. Within forty-eight (48) hours of Ameritech's receipt of a Service Order, Ameritech shall provide requesting carrier the firm order commitment (**“FOC”**) date according to the applicable Ameritech Network Element Performance Benchmarks set forth in **Section 9.10** of this Agreement by which the Loop(s) covered by such Service Order will be installed.

2.2.2 Ameritech shall provision unbundled Loops in accordance with the time frames set forth on **Schedule 9.10** or within such other intervals as agreed upon by the Parties.

2.2.3 Ameritech agrees to coordinate with requesting carrier at least forty-eight (48) hours prior to the due date a scheduled conversion date and time (the **“Scheduled Conversion Time”**) in the **“A.M.”** (12:00 midnight to 12:00 noon) or **“P.M.”** (12:00 noon to 12:00 midnight) (as applicable, the **“Conversion Window”**).

2.2.4 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the **“New Conversion Time”**). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If requesting carrier requests the New Conversion Time, requesting carrier shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

2.2.5 Ameritech shall test for requesting carrier dial-tone (**“Dial Tone Test”**) at requesting carrier's Virtual Collocated equipment during a window not greater than forty-eight (48) hours but not less than eight (8) hours prior to the Scheduled Conversion Time (or New Scheduled

Time, as applicable). Ameritech shall perform the Dial Tone Test at no charge for one Contract Year. Thereafter, Ameritech shall charge requesting carrier for Dial Tone Test on a time and materials basis.

2.2.6 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of “**live**” Telephone Exchange Service to the connection of an unbundled Network Element at the requesting carrier Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not by a Delaying Event), Ameritech shall waive the applicable Line Connection Charge for such element. If requesting carrier has ordered INP with the installation of a Loop, Ameritech will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no additional charge.

2.2.7 Requests for maintenance or repair of unbundled Loops are initiated using the industry standard “electronic bonding” interface (EBI) and are handled by the Ameritech Unbundling Service Center (“**USC**”). The USC works with local Ameritech personnel to perform any manual testing that may be required to isolate the trouble.

3.0 Network Interface Device Capability.

3.1 Ameritech will provide requesting carrier access to NIDs in a manner that will permit requesting carrier to connect its loop facilities to the Customer's inside wiring through Ameritech's NID, as required. Requesting carrier shall establish this connection through an adjoining NID provided by requesting carrier.

3.2 Due to the wide variety of NIDs utilized by Ameritech (based on Customer size and environmental considerations), requesting carrier may access the Customer's inside wire by any of the following means:

- (a) Where an adequate length of inside wire is present and environmental conditions permit, requesting carrier may remove the inside wire from Ameritech's NID and connect that wire to requesting carrier's NID;
- (b) Enter the Customer access chamber or “side” of “dual chamber” NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the inside wire through a suitable “punch-out” hole of such NID enclosures;
- (c) Enter Ameritech's loop terminal enclosure located at a multiple dwelling unit (“**MDU**”) for the purpose of accessing Customer premises inside wire and extending such wire to requesting carrier's own adjoining NID; or

(d) Request Ameritech to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., requesting carrier, its agent, the building owner or the Customer).

3.3 If requesting carrier accesses the Customer's inside wire as described in **Section 2.2(d)**, the time and materials charges will be billed to the requesting party (i.e., requesting carrier the building owner or the Customer).

3.4 In no case shall requesting carrier remove or disconnect Ameritech's loop facilities from Ameritech's NIDs, enclosures, or protectors.

3.5 In no case shall requesting carrier remove or disconnect ground wires from Ameritech's NIDs, enclosures, or protectors.

3.6 Maintenance and control of premises wiring (inside wire) is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

3.7 Due to the wide variety of NID enclosures and outside plant environments, Ameritech will work with requesting carrier to develop specific procedures to establish the most effective means of implementing this **Section 3.0**.

4.0 Unbundled Local Switching

4.1 Access to Unbundled Local Switching.

4.1.1 Requesting carrier shall access Ameritech's Unbundled Local Switching via Collocation or in accordance with **Article IX** of this Agreement at the Ameritech Wire Center where that element exists and each line-side and/or trunk-side port will be delivered to requesting carrier's Collocation by means of a Cross-Connection, which shall be an additional charge.

4.1.2 Ameritech shall provide requesting carrier access to its Unbundled Local Switching at each of Ameritech's Wire Centers and will provide requesting carrier all available basic local switching functions and basic capabilities the switch is capable of providing which Ameritech currently makes available to its local Customers, or for which Ameritech OSS functions are capable of provisioning pursuant to a Bona Fide Request.

4.1.3 Unbundled Local Switching also provides access to additional features and capabilities that the switch has available for activation. Requesting carrier has the capability of

activating these features on a line-by-line basis via an electronic interface. The additional features available for activation on the basic Unbundled Local Switching include:

- (a) vertical features;
- (b) Custom Calling, Custom Local Area Signaling Service features (“**CLASS**”) features; and
- (c) Centrex features.

4.1.4 Other basic and/or additional capabilities, functions and features that are not then available for activation on the switch may be requested as optional special capabilities. Ameritech will provide these special capabilities if technically feasible and upon requesting carrier's Bona Fide Request. Requesting carrier will pay the applicable recurring and nonrecurring costs of developing, installing, providing and maintaining the requested capability.

4.1.5 Unless already provided by Ameritech as a service offering, and if not, upon requesting carrier's Bona Fide Request, Ameritech will provide any technically feasible customized local routing of traffic through Unbundled Local Switching by class of call (e.g., operator, directory assistance, 9-1-1, toll, local, etc.). Ameritech will develop and provide any requested customized routing the switch is capable of providing, upon agreement by requesting carrier to pay recurring and nonrecurring costs of developing, installing, updating, providing and maintaining such custom routing.

4.1.6 Ameritech provides, on an optional basis, the ability to connect line-side ports and/or trunk-side ports within the same switch with a group of common attributes. An example, is a request for Unbundled Local Switching to provide a Centrex service with intercom calling within the system and with certain common features. The attributes available include intercom calling, group call pick-up, and Automatic Route Selection. Intercom calling is defined as the ability of the line-side ports to call one another by dialing 3-7 digits. Group call pick up is defined as allowing one line-side port to answer a call directed to another line-side port in the same call pick-up group. ARS is defined as the ability to route calls to a specific group of trunk-side ports.

4.1.7 Ameritech will switch traffic through its local switching element in accordance with Ameritech standard switching translations and screening in use in that switch. The custom routing optional feature enables requesting carrier to specify special routing, by class of call, of some or all traffic incoming into its unbundled local switch using any technically feasible routing capability of that switch. Variations in the End Office switching equipment used to provide service in specific locations may cause differences in the operation of certain features. Special routing capabilities that are not otherwise available (i.e., features that the switch is capable of providing)

will be developed on an individual basis through the Bona Fide Request process and will be installed, updated, maintained and provided following requesting carrier's agreement to pay the applicable costs.

4.2 Provisioning of Unbundled Local Switching.

The following coordination procedures shall apply for conversions of **“live”** Telephone Exchange Services to unbundled Network Elements:

4.2.1 Requesting carrier shall request Unbundled Local Switching from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a **“Service Order”**) using the electronic interface described on **Schedule 9.2.6**. In addition, pre-ordering functions are supported via electronic data interchange (EDI) format as utilized for Resale Services. Within forty-eight (48) hours of Ameritech's receipt of a Service Order, Ameritech shall provide requesting carrier the firm order commitment (**“FOC”**) date by which the Unbundled Local Switching ports covered by such Service Order will be installed.

Where connection of the Unbundled Local Switching port(s) to customized routing is required by requesting carrier, the specific custom routing pattern desired must already exist. In those instances where the custom routing pattern does not already exist, requesting carrier may request the development and establishment of such customer routing pattern via a Bona Fide Request. While the custom routing pattern is being developed, requesting carrier may do one of the following: (a) defer activation of the Unbundled Local Switching port until the routing pattern is established, (b) offer the Customer resale on an interim basis, or (c) convert the existing basic office routing pattern. If requesting carrier elects option (c) and later desires to convert the Unbundled Local Switching port using Ameritech's office routing pattern to a customized routing pattern, an additional Line Connection Charge will apply.

4.2.2 Ameritech agrees to coordinate with requesting carrier at least forty-eight hours prior to the due date a scheduled conversion date and time (the **“Scheduled Conversion Time”**) in the **“A.M.”** (12:00 midnight to 12:00 noon) or **“P.M.”** (12:00 noon to 12:00 midnight) (as applicable, the **“Conversion Window”**).

4.2.3 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the **“New Conversion Time”**). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If requesting carrier requests the New Conversion Time, requesting carrier shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

4.2.4 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of **“live”** Telephone Exchange Service to the connection of an unbundled Network Element at the requesting carrier Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not by a Delaying Event), Ameritech shall waive the applicable Line Connection Charge for such element.

If requesting carrier has ordered INP with the installation of a Loop, Ameritech will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no additional coordination charge (other than the applicable standard service order and line connection charges).

Ameritech shall provide to requesting carrier equivalent functionality of blocking calls (e.g., 900, 976 and international calls) as provided to Ameritech's retail Customers.

4.2.5 When ordering a Local Switching Element, requesting carrier may order from Ameritech separate interLATA and intraLATA capabilities (i.e., 2 PICs where available) on a line or trunk basis.

4.2.6 Unless otherwise directed by requesting carrier and to the extent technically feasible, when requesting carrier orders a Network Element or Combination, all pre-assigned trunk or telephone numbers currently associated with that Network Element or Combination shall be retained without loss of feature capability.

4.3 Tandem Switching.

4.3.1 Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a switch for the purpose of routing a call or calls. Unbundled Tandem Switching is ordered using electronic interfaces. Trunk-side ports are ordered using the Access Service Request (“**ASR**”) which provides for electronic ordering based on industry standards adopted through OBF. ASR is the process used as of the Effective Date to order Exchange Access Services. Both pre-ordering and ordering functions and access to associated Operations Support Systems functions are supported electronically through these interfaces.

4.3.2 Ameritech will service, operate, and maintain the unbundled Tandem Switching for requesting carrier at parity with the service, operation, and maintenance Ameritech provides to itself, its subsidiaries, Affiliates and any other person. Unless requested otherwise, where applicable and technically feasible, Ameritech will provide unbundled Tandem Switching using the same specifications, interfaces, parameters, intervals, procedures and practices it uses to provide comparable Tandem Switching for all other Customers and carriers. Any feature or function existing in the Tandem Switch will be provided to requesting carrier on a non-discriminatory basis. Congestion control and overflow routing will be provided on a non-discriminatory basis.

4.3.3 Tandem Switching performance will be measured to ensure parity with all other Telecommunications Carriers that are interconnected with Ameritech. Performance will be measured on switching, call recording, and network management controls.

4.3.4 Switch downtime will be measured through FCC reportable incidents report. CPI Index will be measured calls blocked and customer out of service incidents.

4.3.5 Electronic Billing Accuracy Centers (EBAC) measures billing errors from the CABS error hold file report. Ameritech employs RAVE/Requesting carrier which enables on-line investigation of AMA volumes and will alert EBAC to possible AMA recording failures.

4.3.6 Congestion Control and overflow criteria are set by the use of NTMOS Surveillance system which polls EDAS and NMA data on call volumes and make busy standards. Ameritech sets automatic thresholds with preplan routing and overflow selection. The system is also monitored via a manual surveillance system early recognition of performance problems.

5.0 Interoffice Transmission Facilities.

Ameritech shall:

5.1 Provide requesting carrier exclusive use of Interoffice Transmission Facilities dedicated to requesting carrier, or use of the features, functions, and capabilities of Interoffice Transmission Facilities shared by more than one Customer or carrier, including requesting carrier;

5.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that requesting carrier could use to provide Telecommunications Services;

5.3 Permit, to the extent technically feasible, requesting carrier to connect such interoffice facilities to equipment designated by requesting carrier, including requesting carrier's Collocated facilities; and

5.4 Permit, to the extent technically feasible, requesting carrier to obtain the functionality provided by Ameritech's digital cross-connect systems separate from dedicated transport.

6.0 Signaling Networks and Call-Related Databases

6.1 Signaling Networks.

6.1.1 If requesting carrier purchases Switching Capability from Ameritech, Ameritech shall provide access to its signaling network from that switch in the same manner in which Ameritech obtains access to such switch itself. In addition, Ameritech shall provide requesting carrier access to Ameritech's signaling network for each of requesting carrier's switches when requesting carrier uses its own switching facilities. This connection shall be made in the same manner as Ameritech connects one of its own switches to an STP. Notwithstanding the foregoing, Ameritech shall not be required to unbundle those signaling links that connect Service Control Points to STPs or to permit requesting carrier to link its own STPs directly to Ameritech's switch or call-related databases.

6.1.2 If requesting carrier has its own switching facilities, Ameritech shall provide requesting carrier access to STPs to each of requesting carrier's switches, in the same manner in which Ameritech connects one of its own switches to an STP, or in any other technically feasible manner (e.g., bringing an "A" link from requesting carrier's switch to Ameritech's STP, or linking requesting carrier's switch to its own STP and then connecting that STP to Ameritech's STP via a "B" or "D" link); provided that Ameritech shall not be required to (i) unbundle the signaling link connecting SCPs to STPs, (ii) permit direct linkage of requesting carrier's own STPs to Ameritech's switch or call-related databases or (iii) unbundle an SCP from its associated STP.

6.1.3 The Parties shall agree upon appropriate mediation facilities and arrangements for the Interconnection of their signaling networks and facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide at a minimum:

- Certification that requesting carrier's switch is compatible with Ameritech's SS7 network;
- Certification that requesting carrier's switch is compatible with Ameritech's AIN SCP;
- Certification that requesting carrier's switch is compatible with a desired AIN application residing on Ameritech's SCP;
- Agreement on procedures for handling maintenance and troubleshooting related to AIN services;
- Usage of forecasts provided by requesting carrier, so that Ameritech can provide sufficient SS7 resources for requesting carrier and all other requesting carriers;
- Mechanisms to control signaling traffic at agreed-upon levels, so that Ameritech's SS7 resources can be fairly shared by all requesting carriers;
- Mechanisms to restrict signaling traffic during testing and certification, as necessary to minimize risks to the service quality experienced by Customers served by Ameritech's network and those of other carriers while compatibility and interconnection items are verified; and
- Mechanisms to ensure protection of the confidentiality of Proprietary Information of both carriers and Customers.

6.2 Call-Related Databases.

6.2.1 For purposes of switch query and database response through a signaling network, Ameritech shall provide requesting carrier access to its call-related databases, including the Line Information Database, Toll Free Calling database, downstream number portability databases, and Advanced Intelligent Network databases by means of physical access at the STP linked to the unbundled database.

6.2.2 If requesting carrier purchases Unbundled Local Switching, requesting carrier may, upon request, use Ameritech's SCP in the same manner, and via the same signaling links, as Ameritech. If requesting carrier has deployed its own switch, and has linked that switch to Ameritech's signaling system, requesting carrier shall be given access to Ameritech's SCP in a manner that allows requesting carrier to provide any call- related, database-supported services to Customers served by requesting carrier's switch. If the Implementation Team is unable to agree in the Implementation Plan to appropriate mediation mechanisms with respect to access to the AIN SCPs, the Parties shall adopt the mechanisms adopted by the Commission. Ameritech shall provide requesting carrier access to call-related databases in a manner that complies with the CPNI requirements of Section 222 of the Act.

6.2.3 The Parties shall agree upon appropriate mediation facilities arrangements for the Interconnection of their signaling networks, databases, and associated facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide for at a minimum:

- Capabilities to protect each Party's information;
- Agreements on handling maintenance and troubleshooting related to AIN services;
- Usage forecasts provided by requesting carrier so that Ameritech can provide sufficient resources for other requesting carriers, and capabilities to ensure that the Parties abide by such forecasts;
- Procedures to ensure, prior to deployment, that each service will properly operate within Ameritech's network;
- Procedures to verify proper deployment of each service in the network; and
- Mechanisms to ensure protection of the confidentiality of proprietary information of both carriers and customers.

6.3 Service Management Systems.

6.3.1 Ameritech shall provide requesting carrier with the information necessary to enter correctly, or format for entry, the information relevant for input into Ameritech's Service Management System ("SMS"). In addition, Ameritech shall provide requesting carrier equivalent access to design, create, test, and deploy Advanced Intelligent Network.

6.3.2 Access will provided in an equivalent manner to that which Ameritech currently uses to provide such access to itself (e.g., submitting magnetic tapes if requesting carrier inputs magnetic tapes, or through an electronic interface equivalent to that used by requesting carrier). The Implementation Team shall set forth in the Implementation Plan the terms and conditions relating to such access. If the Implementation Team is unable to agree to appropriate mediation mechanisms with respect to access to the AIN SMSs and SCEs, the Parties shall adopt the mechanisms adopted by the Commission.

6.3.3 Ameritech shall provide access to its SMS in a manner that complies with the CPNI requirements of Section 222 of the Act.

7.0 Operations Support Systems Functions

7.1 Ameritech shall provide requesting carrier access to Operations Support Systems functions on or before the dates set forth on the Implementation Schedule.

7.2 Ameritech shall also provide requesting carrier access to the functionality of any internal gateway systems Ameritech employs in performing the above-listed OSS functions for its own Customers. A “gateway system” means any electronic interface Ameritech has created for its own use in accessing support systems for providing any of the above-listed OSS functions.

8.0 Operator Services and Directory Services.

8.1 Ameritech shall provide requesting carrier access to Ameritech's Operator Service and Directory Assistance facilities where technically feasible.

8.2 Ameritech shall provide unbundled Operator Services (“OS”) and Directory Assistance (“DA”) to requesting carrier in conjunction with Telephone Exchange Service provided to requesting carrier as a purchaser of Resale Services and as an Unbundled Local Switching Network Element or directly as a separate Network Element. A list identifying the NPA/Exchange areas of Ameritech Directory Assistance, and dependent Information Call Completion services will be provided to requesting carrier and will be updated as such DA services are provided in additional NPA/Exchange Areas.

8.3 Requesting carrier will obtain any required custom routing and obtain or provide the necessary direct trunking and termination facilities to the mutually agreed upon meet point with Ameritech facilities for access to unbundled OS and DA services. Requesting carrier is responsible for delivering its OS and DA traffic to Ameritech’s operator service switch. Specifically, requesting carrier shall deliver its traffic direct from the End Office to the operator service switch location, and there can be no Tandem Switching for OS. The operator service location to which requesting carrier will deliver its OS or DA traffic will be determined by Ameritech based on the existing capacity of its service centers. Ameritech will, if

technically feasible, enable requesting carrier to deliver its OS or DA traffic to the operator service switch most closely located to the requesting carrier's NPA/exchange originating the call.

8.4 Ameritech will provide and maintain the equipment at its OS and DA centers necessary to perform the services under this Agreement, with the goal of ensuring that the OS and DA service meets current industry standards.

8.5 Ameritech will provide OS and DA in accordance with its then current internal operating procedures and/or standards.

8.6 Ameritech will maintain a quality of service that will satisfy the standards, if any, established by the Commission having jurisdiction over the provision of such service. Requesting carrier has the right, once annually, to visit each Ameritech owned or subcontracted office upon reasonable notice to Ameritech or with greater frequency by mutual consent of the Parties. Upon request, Ameritech will provide monthly system results regarding speed of answer, average work time and, for DA only, abandon from queue measurements.

8.7 Requesting carrier is solely responsible for providing all equipment and facilities to deliver OS and DA traffic to the point of Interconnection with Ameritech facilities.

8.8 Requesting carrier will provide and maintain the equipment at its offices necessary to permit Ameritech to perform its services in accordance with the equipment operations and traffic operations which are in effect in Ameritech's DA and OS offices. Requesting carrier will locate, construct, and maintain its facilities to afford reasonable protection against hazard and interference.

8.9 Upon request and to the extent technically feasible, Ameritech will unbundle OS and DA from resellers of its Telephone Exchange Service, and for requesting carrier, so requesting carrier can provide its own OS or DA service or obtain it from a third party. Also, upon request, Ameritech will provide unbundled OS and/or DA as a stand alone unbundled Network Element to requesting carrier. In either case, requesting carrier is required to obtain any required custom routing and to arrange for or provide other facilities, services and Network Elements necessary to deliver its OS and DA traffic to Ameritech's designated office, or to the office of another provider, as applicable.

8.10 Upon request, and as technically feasible, Ameritech will provide through an electronic interface, unbundled access to its databases used to provide DA and OS for purpose of enabling requesting carrier to provide its own OS or DA service, or as otherwise authorized by the FCC or the Commission. Such unbundled access to DA and OS databases is provided as is technically feasible based upon the facilities, equipment and software involved, and upon agreement by requesting carrier to pay to Ameritech its costs of developing, installing, providing and maintaining such Network Element.

8.11 Specifically, upon request, Ameritech will provide through an electronic interface, unbundled access to its DA database to permit requesting carrier to have its local exchange directory assistance listings in the areas incorporated into the database, and/or to read the DA listing (with the exception of non-published listing) in that database for the purpose of providing its own DA service. Such unbundled access will be provided in a technically feasible manner based upon the facilities, equipment and software involved, and upon agreement by requesting carrier to pay to Ameritech its costs of developing, installing, providing and maintaining such network element.

8.12 Access of resellers and requesting carrier to DA and OS of Ameritech, and the DA and OS Network Elements provided hereunder, whether provided on a bundled or unbundled basis, will, as applicable and as feasible, be provided through the standard interfaces, parameters, intervals, service descriptions, protocols, procedures, practices and methods that Ameritech uses for other customers of its DA and OS services. Upon request, Ameritech will, as technically feasible, provide a different quality of service, upon agreement by requesting carrier to pay to Ameritech its costs of developing, installing, maintaining and repairing access to and provision of the Network Element at such quality of service.

8.13 Requesting carrier will furnish to Ameritech all information necessary for provision of OS and DA. This information, to the extent it is identified as such, shall be treated as Proprietary Information. For OS this information includes emergency agency phone numbers, rate information (such as mileage bands and operator surcharge information), and originating screening information. Requesting carrier will furnish to Ameritech all information necessary for the provision of OS and DA.

8.13.1 To the extent that requesting carrier does not mirror Ameritech's operator surcharge rates, then Ameritech will, if technically feasible, enter requesting carrier's surcharge rates into Ameritech's rate tables, and will charge requesting carrier for changing those tables at the rates then charged by Ameritech for such service.

8.13.2 For DA services, requesting carrier will furnish Ameritech ninety (90) days (or such earlier time as the Parties may agree upon) before DA service is initiated details necessary to provide that service. This information includes listing information for the areas to be served by Ameritech and network information necessary to provide for the direct trunking of the DA calls.

8.13.3 Requesting carrier will keep these records current and will inform Ameritech, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. Requesting carrier will inform Ameritech of other changes in the records on a mutually agreed-upon schedule.

8.14 Upon request, and as technically feasible, Ameritech will re-brand such OS and DA services based upon requesting carrier's obtaining or providing any required facilities, services, Network Elements and custom routing, and their agreement to pay rates that compensate Ameritech for any costs

it incurs in developing, installing, providing and maintaining such rebranded service. For branding of calls, requesting carrier must provide two (2) cassette tapes of an announcement, no longer than three (3) seconds, for installation on each OS and DA switch serving requesting carrier's Customers.

8.15 Branding: Re-branding is available as follows:

- (a) Mechanized front-end branding is available for all manual and automated OS calls.
- (b) Mechanized back-end branding is available for automated calling card calls handled via ACCS.
- (c) On mechanized collect and billed-to-third calls, back-end branding is not currently available.
 - (1) Such calls can be manually handled and branded.
 - (2) If Customer desires mechanized branding, the feature can be installed if requesting carrier pays for feature purchase and installation.

Normally, OS and DA services, both bundled and unbundled, will be branded with Ameritech's name as the provider of the service. Upon request from requesting carrier, and as technically feasible, Ameritech will re-brand OS and DA traffic from requesting carrier's telephone exchange lines, or to requesting carrier's unbundled OS or DA network element. Re-Network Element. Re-branded service requires that requesting carrier arrange to have the subject OS or DA traffic delivered to Ameritech's Central Office on separate trunks, which may require that it obtain custom routing, and obtain or provide such trunks and other applicable.

Re-branding is provided at rates that recover Ameritech's costs of developing, installing, providing and maintaining such service.

8.16 Requesting carrier grants to Ameritech during the term of this Agreement a non-exclusive license to use the DA listings provided pursuant to this Agreement. DA listings provided to Ameritech by requesting carrier under this Agreement will be maintained by Ameritech only for providing DA information, and will not be disclosed to third parties. This section does not prohibit Ameritech and requesting carrier from entering into a separate agreement which would allow Ameritech to provide or sell requesting carrier's DA listing information to third parties, but such provision or sale would only occur under the terms and conditions of the separate agreement.

8.17 Ameritech will supply requesting carrier with call detail information so that requesting carrier can rate and bill the call. This information excludes rating and invoicing of Customers, unless negotiated on an individual case basis.

SCHEDULE 9.10

NETWORK ELEMENT PERFORMANCE BENCHMARKS

A. Non-DS1 Loops-Standard Intervals

| <u>Volume*</u> | <u>Interval</u> |
|----------------|-----------------|
| 1-24 | 5 Business Days |
| 25-48 | 6 Business Days |
| 49-96 | 7 Business Days |
| 97+ | Negotiated |

*Number of Loops Per Order Per Day

B. DS1 Unbundled Local Transport

| | |
|-------------------------|-----------------|
| 1. Facilities Available | Interval |
| completed on time | 7 Business Days |
| Facilities or Force | Negotiated |

C. DS3-Unbundled Local Transport Negotiated Interval

D. OC-N-Unbundled Local Transport Negotiated Interval

SCHEDULE 10.1
RESALE SERVICES

The Resale Services provided by Ameritech hereunder and the rates, charges, and prices for such Resale Services are set forth in ILL. C.C., No.19, Part 22 and ILL. C.C., No.20, Part 22.

SCHEDULE 10.3.1

GRANDFATHERED SERVICES AND SUNSETTED SERVICES ILLINOIS

The following list contains Grandfathered Services which are found in Part 20 of either ICC No.19 for competitive services, or ICC No.20 for non-competitive services.

ICC No. 19

Integrated Information Network
Centrex Switching Service
Centrex Service
Ameritech Integrated Digital Network
Ameritech Central Office Information Manager Service
Ameritech Business Solutions Centrex
Nondedicated 800/312 NPA Service

ICC No. 20

Centrex
Starline
Ameritech Custom Business Service
Public Switched Digital Service
Intercom Calling Service
Single Line Premiere Communications Service
Ameritech Service Management System
Lobby Interphone Service for Multiple Apartment Buildings
Hotel Service
Message Register Service
Nondedicated 800/312 NPA Service
Customized Intercept
Series 7000 Channel Services
Series 10000 Channel Service (Entrance Facilities)
Joint Use Arrangements*/
Direct High Capacity Service

*/ Sunsetting service, all other services are grandfathered. In addition, Distinctive Ringing Service will be withdrawn and Basic 911 service will be grandfathered effective 11/11/96.

Delta 24 Channel Services
Dataphone Select-a-Station Service

SCHEDULE 10.9.2

RESALE PERFORMANCE ACTIVITIES

A. Installation

1. Installation Intervals

a. POTS

(1) Percentage Installed on Time

(2) Installation Interval More Than Six (6) Days

b. HICAP: Percentage of Missed Appointments

SUBRATE: Percentage of Missed Appointments

2. New Service Failures

a. POTS: Percentage of New Service Failures During First Seven (7) Days from Installation Date

b. HICAP: Percentage of New Service Failures During First Thirty (30) Days from Installation Date

c. SUBRATE: Percentage of New Service Failures During First Thirty (30) Days from Installation Date

B. Repair

1. Time to Repair

a. POTS: Percentage of Repairs Not Completed within twenty-four (24) hours

b. HICAP: Percentage of Repairs Not Completed within two (2) hours

c. SUBRATE: Percentage of Repairs Not Completed within three and one-half (3½) hours

2. Percentage of Initial Trouble Reports

3. Percentage of Code 4 Troubles

C. Time to Provide Firm Order Commitment

1. Switched Services: Percentage of Firm Order Commitments Provided in four (4) days of Date of Order
2. HICAP Services: Percentage of Firm Order Commitments Provided within twenty-four (24) hours of Time of Order

D. Speed of Answer

1. Service Center: Percentage of Calls to Service Center made during normal business hours that are answered within ten (10) seconds
2. Repair Center: Percentage of Calls to Repair Center that are answered within twenty (20) seconds.
3. Operator Services: Toll Assistance Speed of answer (seconds).
4. Operator Services: Directory Assistance Speed of answer (seconds).

SCHEDULE 10.9.6

CREDIT ALLOWANCES ILLINOIS

1.0 General.

When a service provided by either Party (the "**Providing Party**") to the other Party (the "**Purchasing Party**") is interrupted and such interruption exceeds the qualification period applicable to such service as set forth in this **Schedule 10.9.6**, the Providing Party shall, at the Purchasing Party's request, provide the Purchasing Party a credit allowance for the interrupted service (the "**Credit Allowance**") as calculated in this **Schedule 10.9.6**. A service shall be considered interrupted when the service is rendered useless and inoperative. For purposes of calculating Credit Allowances, an interruption shall be deemed to begin at the time that such interruption is reported to or detected by Ameritech, whichever occurs first, and shall end at the time such service is repaired, as evidenced by Ameritech's records.

Notwithstanding the foregoing, a Credit Allowance shall not be given for interruptions caused by (i) negligence or willful act of the Purchasing Party or its Customers, (ii) Customer-provided facilities, or (ii) electric power failure where the Customer furnishes such electronic power failure where the Customer furnishes such electronic power.

The Credit Allowance shall be based upon the ratio of the (i) duration of the interruption measured from the time such interruption begins and expressed in multiples of the allowance increment applicable to such service as set forth in this **Schedule 10.9.6** to (ii) total number of such allowance increments in a thirty (30) day month (the "**Allowance Ratio**"). The Credit Allowance shall equal the Allowance Ratio times the monthly charge to the Purchasing Party for such affected service.

2.0 Qualification periods.

| | <u>Service</u> | <u>Qualification Period</u> | <u>Allowance Increment</u> |
|----|---|-----------------------------|----------------------------|
| A. | All services except those listed below | 12 hours | 24 hours |
| B. | Telecommunications Channel Service | | |
| | (1) Series 1000 and Series 3000 | | |
| | intraexchange | 24 hours | 24 hours |
| | interexchange | 1/2 hour | 1/2 hour |
| | (2) Series 2000 | | |
| | a. All Series 2000 Channels except type 202 | 24 hour | 24 hours |
| | b. Type 2002 Channels | | |
| | intraexchange | 24 hours | 24 hours |
| | interexchange | 1/2 hour | 1/2 hour |
| | (3) Series 7000 | | |
| | Type 7003 | 2 hours | 1 hour |
| C. | WATS | | |

- D. Foreign Exchange, Foreign Central Office and Foreign District Service 24 hours 24 hours
- E. Direct Digital Service, direct High Capacity Service except for individual channelizing (plug-ins) and NOVALINK Fiber Optic Service.

(1) Interruptions (as defined in applicable tariffs) of 24 Hours or Less

| <u>Length of Interruption</u> | <u>Credit</u> |
|-------------------------------|---------------|
|-------------------------------|---------------|

| | |
|----------------------|------|
| Less than 30 minutes | None |
|----------------------|------|

| | |
|--|----------|
| 30 minutes and up to, but not including, 3 hours | 1/10 day |
|--|----------|

| | |
|---|---------|
| 3 hours and up to, but not including, 6 hours | 1/5 day |
|---|---------|

| | |
|---|---------|
| 6 hours and up to, but not including, 9 hours | 2/5 day |
|---|---------|

| | |
|--|---------|
| 9 hours and up to, but not including, 12 hours | 3/5 day |
|--|---------|

| | |
|---|---------|
| 12 hours and up to, but not including, 15 hours | 4/5 day |
|---|---------|

| | |
|---------------------------------------|---------|
| 15 hours and up to 24 hours inclusive | One day |
|---------------------------------------|---------|

Two or more interruptions of 30 minutes or more during any period up to, but not including 3 hours, shall be considered as one interruption.

(2) Interruptions (as defined in applicable tariffs) of Over 24 Hours

Credit will be allowed in 1/5 day multiples for each 3 hour period of interruption or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

SCHEDULE 10.11.1

FORM OF REPRESENTATION OF AUTHORIZATION

Requesting carrier hereby represents to Ameritech, for purposes of obtaining a Customer's Customer Proprietary Network Information (“**CPNI**”) or for placing an order to change or establish a Customer's service, that it is a duly certificated LEC and that it is authorized to obtain CPNI and to place orders for Telephone Exchange Service (including Resale Service) upon the terms and conditions contained herein.

1. With respect to requests for CPNI regarding prospective Customers of requesting carrier, requesting carrier acknowledges that it must obtain written or electronic authorization in the form of a signed letter, tape-recorded conversation, password verification, or other means (“**Documentation of Authorization**”) which explicitly authorizes requesting carrier to have access to the prospective Customer's CPNI. The Documentation of Authorization must be made by the prospective Customer or the prospective Customer's authorized representative. In order to obtain the CPNI of the prospective Customer, requesting carrier must submit to Ameritech the Documentation of Authorization. If requesting carrier cannot provide applicable Documentation of Authorization, then Ameritech shall not provide CPNI to requesting carrier.
2. If requesting carrier has already obtained Documentation of Authorization for the Customer to place an order for Telephone Exchange Service for the Customer, requesting carrier need not submit Documentation of Authorization to obtain the Customer's CPNI.
3. With respect to placing a service order for Telephone Exchange Service (including Resale Services) for a Customer, requesting carrier acknowledges that it must obtain Documentation of Authorization which explicitly authorizes requesting carrier to provide Telephone Exchange Service to such Customer. The Documentation of Authorization must be made by the prospective Customer or Customer's authorized representative. Requesting carrier need not submit the Documentation of Authorization to process a service order. However, requesting carrier hereby represents that it will not submit a service order to Ameritech unless it has obtained appropriate Documentation of Authorization from the prospective Customer and has such Documentation of Authorization in its possession.
4. The Documentation of Authorization must clearly and accurately identify requesting carrier and the prospective Customer.
5. Requesting carrier shall retain all Documentation of Authorization in its files for as long as requesting carrier provides Telephone Exchange Service to the Customer, or for as long as requesting carrier makes requests for information on behalf of the Customer.

6. Requesting carrier shall make Documentation of Authorization available for inspection by Ameritech during normal business hours. In addition, requesting carrier shall provide Documentation of Authorization for Customers or prospective Customers to Ameritech upon request.
7. Requesting carrier is responsible for, and shall hold Ameritech harmless from, any and all Losses (as defined in that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of _____, 1997 by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc. on behalf of and as agent for Ameritech Illinois and requesting carrier Communications of Illinois, Inc. (the **“Interconnection Agreement”**)) resulting from Ameritech's reliance upon requesting carrier's representations as to its authority to act on behalf of a Customer or prospective Customer in obtaining CPNI or placing a service order for Telephone Exchange Service.
8. If requesting carrier fails to repeatedly and materially abide by the procedures set forth herein, Ameritech reserves the right to insist upon the submission of Documentation of Authorization for each Customer in connection with a request for a service order.
9. This Representation of Authorization shall commence on the date noted below and shall continue in effect until the termination or expiration of the Interconnection Agreement.

Dated this _____ day of _____ 1997.

Requesting Carrier.

By:

Title:

Printed Name:

SCHEDULE 10.12.6

LAW ENFORCEMENT INTERFACES

1.0 Introduction.

Consistent with Applicable Law, it is necessary for requesting carrier and Ameritech to provide interface requirements to allow requesting carrier to use a standard set of procedures for meeting the requirements of applicable law enforcement agencies (“**Law Enforcement Process**”). The Law Enforcement Process will enable requesting carrier to provide identical services to its Customers. These services include Annoyance Call Bureau, wire intercept, wire trap, wire trace, fraud control, physical security and subpoena management.

2.0 Law Enforcement.

Definition - The Law Enforcement Process assures that requesting carrier (as a reseller of Resale Services) is in total compliance with law enforcement requirements related to providing local Services to its Customers. Ameritech (switch owner or access provider) agrees to support law enforcement requirements as provided by the CALEA.

3.0 Annoyance Call Bureau.

3.1. Definition - Ameritech Annoyance Call Bureau (AACB) conducts investigations to help determine who the unwanted callers are after victims receive annoying calls and files an official complaint with the local law enforcement agency. Annoying calls are: threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls. The information obtained will only be released to the local law enforcement agency.

3.2. When requesting carrier must initiate a wire trap or trace as a result of its customer receiving an annoying call (e.g., threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls), the following operational interfaces should occur:

3.2.1. Requesting carrier (the reseller) shall inform its Customer that they must file a formal complaint with the local police department and obtain agency’s name, officer’s name and case or report number.

3.2.2. Requesting carrier shall contact Ameritech Annoyance Call Bureau on behalf of its Customer and provide the required information to initiate trap or call trace.

3.2.3. The AACB shall conduct investigations to determine who the unwanted caller is; work with local police departments to gather evidence; and even testify in court on behalf of requesting carrier Customers who have received annoying calls. AACB will build case for and establish trap for twenty-one (21) days. Requesting carrier shall contact the AACB to renew the trap beyond twenty-one (21) days.

3.2.4. The AACB shall provide to requesting carrier a toll free number which will be accessible daily Monday through Friday from 8:00 a.m. - 5:00 p.m.

3.2.5. For non-emergency (not life threatening) situations, requesting carrier shall advise its Customer to contact its local Law Enforcement Agency and to provide requesting carrier with required information to initiate a trap or call trace. Requesting carrier will contact AACB during standard operating hours to establish a case. For emergency (life threatening) situations, requesting carrier shall inform its Customer to contact its local Law Enforcement Agency and this Agency will contact Ameritech to initiate a trap or call trace.

3.2.6. Additionally, for emergency situations, Ameritech corporate security will provide requesting carrier representatives with an emergency security contact number.

3.2.7. Requesting carrier's Customer must contact requesting carrier with the dates and times of the unwanted calls. Requesting carrier shall fax the dates and times of the unwanted calls to the Annoyance Call Bureau.

3.2.8. At the end of the tracing investigation (twenty-one (21)-day period), Ameritech Annoyance Call Bureau shall send written confirmation to requesting carrier informing requesting carrier of the disposition of the case (i.e., successful or non-successful). All evidence obtained on a successful case will be forwarded to the local law enforcement agency that requesting carrier provided to the AACB. Requesting carrier shall inform its Customer of the results of the investigation.

3.2.9. If requesting carrier Customers call Ameritech to initiate an annoying call report, Ameritech shall advise the person receiving the annoying or harassing to call requesting carrier.

4.0 Wire Intercept.

4.1. Definition - Requests from law enforcement agencies to conduct a form of electronic or mechanical eavesdropping where, upon court order, law enforcement officials surreptitiously monitor phone calls (e.g., conversations or data) of requesting carrier Customers.

4.2. Operational Interface Requirements - The Law Enforcement Agency (e.g., local police department or government organization) shall serve Ameritech with a court order, authorizing Ameritech to conduct a wire intercept on the requesting carrier Customer line.

5.0 Pen Register (Dial Number Recorder).

5.1. Definition - Requests from law enforcement agencies to conduct a “form” of identifying calls dialed by requesting carrier Customers in local Exchange Areas. A pen register is a mechanical device that records the numbers dialed or pulsed on a telephone by monitoring the electrical impulses caused when the dial on the telephone is released. A pen register does not overhear oral communications and does not indicate whether calls are actually completed; thus, there is no recording or monitoring of the conversations.

5.2. Operational Interface Requirements - See Wire Intercept Section 4.1.

6.0 Trace.

6.1. Definition - A form of electronic identification of calling numbers, where, upon consent from the requesting carrier Customer (via requesting carrier) or court order, law enforcement officials request a record of calling numbers to the premises of the requesting carrier Customer.

6.2. Central Office Features - Call Trace is an advanced custom calling feature which provides requesting carrier direct line Customers the ability to activate the feature by dialing a designated code. This will automatically trace the telephone number of the line used for the last call received by the Customer. The traced number will not be provided to the Customer, but will be provided to law enforcement officials.

7.0 Subpoena Management.

7.1. Definition - The law enforcement process initiated to compel the production of certain specific documents (e.g., Customer information, name, address, service type, call usage records, etc.) relevant to a legal proceeding, are made and make them readily retrievable by local police departments, government organizations, and attorneys. Other legal demands require the capability to honor other legal process demands (e.g., establishment of dialed number recorders, wire intercepts, & trace services, etc.)

7.2. Operational Interface Requirements - The law enforcement agency (e.g., local police department, government organization, or attorney) shall serve Ameritech an original subpoena naming Ameritech in its court document for requests for Customer information (see above definition). Ameritech shall forward call trace information to the law enforcement agency for inquiries regarding requesting carrier Customers. If the law enforcement agency serves requesting carrier the original subpoena, requesting carrier shall forward a copy of the original subpoena to Ameritech and advise the law enforcement agency to re-send an original subpoena naming Ameritech in its court document. Ameritech shall notify requesting

carrier of the resolution of the investigation. However, Ameritech shall only provide the results of the investigation to the proper law enforcement agency.

7.3. Operations Interface Requirements for calls originating from a long distance carrier, computer, fax machine, pay phones, and telemarketing calls to requesting carrier's Customers are pending further discussions with Ameritech.

SCHEDULE 10.13

RESALE MAINTENANCE PROCEDURES

By the end of Contract Month 1, the Implementation Team shall agree upon the processes to be used by the Parties for maintenance of Resale Services. These processes will address the implementation of the requirements of this **Schedule 10.13**.

1. Ameritech shall provide repair, maintenance, and testing, for all Resale Services in accordance with the terms and conditions of this **Schedule 10.13**.

2. Ameritech technicians shall provide repair service that is at least equal in quality to that provided to Ameritech Customers; trouble calls from requesting carrier Customers shall receive response time priority that is at parity to that of Ameritech Customers and shall be based on trouble severity, regardless of whether the Customer is a requesting carrier Customer or an Ameritech Customer.

3. Ameritech shall provide requesting carrier with the same scheduled and non-scheduled maintenance, including required and recommended maintenance intervals and procedures, for all Resale Services provided to requesting carrier under this Schedule that it currently provides for the maintenance of its own network. Ameritech shall provide requesting carrier notice of any scheduled maintenance activity which may impact requesting carrier's Customers on the same basis it provides such notice to its subsidiaries, Affiliates, other resellers and its retail Customers. Scheduled maintenance shall include such activities as switch software retrofits, power tests, major equipment replacements, and cable rolls.

4. Ameritech shall provide notice of non-scheduled maintenance activity that may impact requesting carrier Customers. Ameritech shall provide maintenance as promptly as possible to maintain or restore service and shall advise requesting carrier promptly of any such actions it takes.

5. If service is provided to requesting carrier Customers before an electronic interface (“EI”) EI is established between requesting carrier and Ameritech, requesting carrier will transmit repair calls to Ameritech repair bureau by telephone.

6. Ameritech repair bureau, including the EI to be established pursuant to the Implementation Plan, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except when preventative maintenance and software revisions require an out-of-service condition. Ameritech will provide requesting carrier a twenty-four (24) hour advanced notification of such out-of-service conditions.

7. Ameritech shall provide progress reports and status-of-repair efforts to requesting carrier upon request, and at a frequency interval to be determined by requesting carrier. Ameritech shall inform requesting carrier of restoration of Resale Service after an outage has occurred.

8. Maintenance charges for premises visits by Ameritech technicians shall be billed by requesting carrier to its Customer, and not by Ameritech. The Ameritech technician shall, however, present the Customer with unbranded form detailing the time spent, the materials used, and an indication that the trouble has either been resolved or that additional work will be necessary, in which case the Ameritech technician shall make an additional appointment with the Customer. The Ameritech technician shall obtain the Customer's signature when available upon said form, and then use the signed form to input maintenance charges into Ameritech's repair and maintenance database.

9. Dispatching of Ameritech technicians to requesting carrier Customer premises shall be accomplished by Ameritech pursuant to a request received from requesting carrier. The EI established between the Parties shall have the capability of allowing requesting carrier to receive trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the Customer's premises, and verify any actual work completed on the Customer's premises.

Critical or Expedited Troubles.

Upon receiving a referred trouble from requesting carrier, the Ameritech technician will offer a dispatch appointment and quoted repair time dependent upon Ameritech's force-to-load condition. Ameritech's maintenance administrators will override this standard procedure on a non-discriminatory basis, using the same criteria as Ameritech uses to expedite intervals for itself and its subsidiaries, Affiliates and retail Customers. If Ameritech will be unable to meet an requesting carrier expedited request, Ameritech will notify requesting carrier and requesting carrier will have the option to implement the escalation process described in the Implementation Plan.

Disaster Recovery

The Implementation Plan will establish a process for disaster recovery that addresses the following:

Events affecting Ameritech's network, work centers and Operational Support Systems functions;

Establishing and maintaining a single point of contact responsible for disaster recovery activation, status and problem resolution during the course of a disaster and restoration;

Procedures for notifying requesting carrier of problems, initiating restoration plans and advising requesting carrier of the status of resolution;

Definition of a disaster; and Equal priority, as between requesting carrier Customers and Ameritech Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including deployment of repair personnel, and access to spare parts and components.

SCHEDULE 10.13.2

SERVICE ORDERING AND PROVISIONING INTERFACE FUNCTIONALITY

Electronic interfaces will provide requesting carrier with the ability to:

- a) Obtain, during sales discussions with a Customer, access to the following Ameritech Customer service record data in a manner which is transparent to the Customer:
 - Billing telephone number/name/address
 - Service Location Address
 - Working telephone number(s) on the account
 - Existing service and features
 - Blocking
 - CLASS Features
 - Telephone Assistance Programs, Telephone Relay Service and similar services indicator
 - Special Exemption Status indicator
 - Directory Listing Information
 - Information necessary to identify the IntraLATA toll provider and InterLATA provider, as applicable.
- b) Obtain information on all features and services available;
- c) Enter the requesting carrier Customer order for all desired features and services;
- d) Assign a telephone number (if the requesting carrier Customer does not have one assigned);
- e) Establish the appropriate directory listing;
- f) Determine if a service call is needed to install the line or service;
- g) Schedule dispatch and installation, if applicable;
- h) Provide installation dates to Customer;
- i) Order local intraLATA toll service and enter requesting carrier Customer's choice of primary interexchange carrier on a single, unified order; and

j) Suspend, terminate or restore service to a requesting carrier Customer. Ameritech will support four (4) transaction types: Assume; Change; New; and Delete, as described in Ameritech's Electronic Service Guide, which is based on TCIF Customer Service, Issue 5. Notwithstanding the foregoing, requesting carrier shall be entitled to place orders to transfer a Customer to requesting carrier without identifying the specific features and services being subscribed by such Customer at the time of the request ("**Migration-As-Is**"). Furthermore, if a Customer requests changes to its features and/or such service at the time of transfer, as part of a request for Migration-As-Is, requesting carrier need only specify the features and/or services which are to change. However, unless agreed to by Ameritech, Migration-As-Is will not include any service subscribed which is not a Telecommunications Service.

Critical or expedited orders:

Requesting carrier may request that the standard interval for provisioning will be expedited if Ameritech's standard intervals do not meet the requesting carrier Customer's requested due date. Orders will be expedited by Ameritech on the same basis as it expedites orders for itself and its subsidiaries, Affiliates and retail Customers. If Ameritech will be unable to meet a requesting carrier expedite request, Ameritech will notify requesting carrier and requesting carrier shall have the option to implement the escalation process to be defined in the Implementation Plan.

SCHEDULE 12.9.1

PHYSICAL COLLOCATION SPACE RESERVATION

Space for Physical Collocation may be reserved on the following basis:

1. Requesting carrier may reserve additional space in an Ameritech Central Office in which it has (or is ordering) for Physical Collocation for permitted telecommunications-related equipment.
2. A reservation may be maintained only by the payment of a non-recurring charge to defray the administrative costs of the reservation system (**“Reservation Charge”**).
3. The reservation can be made for an amount of space no greater than the amount of active Physical Collocation space being utilized (or ordered) for Interconnection with and/or access to the Network Elements of Ameritech by requesting carrier in the particular Central Office.
4. The reservation takes a priority based on the time at which it is made.
5. In the case of an order for Physical Collocation in an office in which all the unoccupied space is covered by reservations, all reservations will be prioritized. The holder(s) of the lowest priority reservation(s) which, when considering all higher priority reservations, still represent(s) available space sufficient to fill the order for Physical Collocation (**“Option Party”**) will be given the option of “enforcing” or relinquishing its (their) reservation(s).

In this case, an Option Party may enforce its reservation by payment of the recurring Physical Collocation floor space charge otherwise applicable to the reservation space (in lieu of the non-recurring Reservation Charge). The reservation will be maintained until the Physical Collocation arrangement in that office is terminated or the reservation is terminated, whichever comes first. A new reservation may be activated by payment of the Reservation Charge, but it will take a new priority based on the time of reactivation. If an Option Party decides to enforce its reservation in this manner, the holder(s) of the reservation(s) with the next higher priority will be given the option of enforcing or relinquishing its (their) reservation(s).

If an Option Party declines to enforce its reservation as indicated above, the reservation is relinquished. A new reservation may be activated by payment of the Reservation Charge, but it will take a new priority based on the time of reactivation.

6. The holder of a valid reservation may place an order for Physical Collocation for the reserved space at any time. If there is sufficient unoccupied space to accommodate the order after subtracting space covered by reservations of higher priority, the order will be processed. If there is

insufficient space to accommodate the order after subtracting space covered by reservations of higher priority and which have been enforced, the holder may maintain its reservation as set forth in Section 5 above.

7. In a Central Office, Ameritech may reserve space on the following conditions:

7.1 The amount of space must be the least amount of space reasonably necessary for the provision of a communications-related service -- including Interconnection and the provision of unbundled Network Elements. Except for space reserved for switch (including Tandem Switches and STPs) conversion and growth and for augmentation and conversion of mechanical and electrical support systems and building infrastructure, the reserved space must reasonably be anticipated to be used in three (3) years.

7.2 The total amount of space reserved cannot exceed the amount of space Ameritech is currently using in the Central Office.

7.3 Ameritech will impute an amount equal to the reservation charge to the appropriate operations for which the space is reserved.

8. Ameritech shall enforce its reservation in the same manner in which requesting carrier and other collocating Telecommunicating Carriers shall be required to enforce its reservations. In that case, Ameritech will impute the floor space charge to the operations for which the space is reserved.

SCHEDULE 12.9.3

COLLOCATION CAPACITY PLANNING

By the end of Contract Month 3, requesting carrier and Ameritech shall jointly develop a planning process for meeting requesting carrier's space and intraoffice facility requirements which shall include the procedures to be followed for the requesting carrier quarterly forecast of anticipated additional power requirements.

SCHEDULE 12.12

DELIVERY OF COLLOCATED SPACE

1.0 Delivery of Physical Collocation Space

1.1 Upon receiving the written notification of the availability of Collocation space from Ameritech, requesting carrier shall send written verification that it still requires each Collocation space requested on requesting carrier's application for which space is available. This written notification is requesting carrier's firm order for service for each Collocation space requested. Subject to **Section 1.3** below, requesting carrier's written notification shall be accompanied by requesting carrier's payment of forty percent (40%) of all applicable Central Office Build Out (“**COBO**”) fees (the “**Initial COBO Payment**”). COBO modifications and additions to space described in the proposal will not begin until the Initial COBO Payment has been paid. Delayed payment of the Initial COBO Payment may delay the actual service date.

1.2 So long as requesting carrier has a satisfactory credit rating with Ameritech for the twelve (12) month period preceding the date of requesting carrier's request for Collocation pursuant to **Section 12.12**, requesting carrier shall pay the COBO charges as follows:

| | |
|---|---------------------|
| Initial COBO Payment: | 40% of COBO charges |
| Delivery by Ameritech of confirmation that construction of space is fifty percent (50%) complete: | 40% of COBO charges |
| Completion of space conditioning: | 20% of COBO charges |

If requesting carrier's credit rating is not satisfactory within the aforementioned period, requesting carrier shall pay the COBO charges in accordance with the provisions of Ameritech's applicable tariff.

2.0 Additional Rules and Regulations Applicable to Physical Collocation Space

Physical Collocation will be provided subject to the following provisions:

2.1 Requesting carrier will be responsible for any extraordinary costs incurred by Ameritech to prepare the Collocation space for the installation of requesting carrier's equipment and for extraordinary costs to maintain the Collocation space for requesting carrier's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system

infrastructure capacity, increasing the capacity of the standby AC system or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements or other modifications required by local ordinances. Ameritech will charge for these costs on a time-sensitive or time-and-materials basis. An estimate of such costs plus contribution will be provided to requesting carrier prior to commencing such work. Extraordinary costs will only be billed to requesting carrier if such costs have been authorized by requesting carrier. Ameritech must advise requesting carrier if extraordinary costs will be incurred within twenty (20) Business Days of requesting carriers request for space. Otherwise, requesting carrier will not be responsible for such costs. Extraordinary costs do not include costs associated with maintenance and upkeep of the building.

Within ten (10) Business Days after the initial walkthrough referred in **Section 12.12.2(b)**, Ameritech shall provide to requesting carrier a written proposal which covers requesting carrier's requirements for the space and details the associated requirements and the applicable charges required to meet requesting carrier's specific request and the expected service date. Requesting carrier shall acknowledge acceptance of the charges in the written proposal by signing it and returning a copy to Ameritech. Upon receipt of requesting carrier's signed proposal, Ameritech will begin the work and charge requesting carrier for the actual time and material needed to complete the modifications plus a reasonable contribution. In no case will actual charges exceed those estimated by more than ten percent (10%).

2.2 Requesting carrier will be responsible for notifying Ameritech of any significant outages of requesting carrier's equipment which could impact any of the services offered by Ameritech, and provide estimated clearing time for restoration.

2.3 Requesting carrier is responsible for coordinating with Ameritech to ensure that services are installed in accordance with the service request.

2.4 Requesting carrier is responsible for testing, if necessary, with Ameritech to identify and clear a trouble when the trouble has been sectionalized (isolated) to a requesting carrier-provided service.

2.5 Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, requesting carrier shall obtain Ameritech's written approval of requesting carrier's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. Ameritech may request additional information before granting approval and may require scheduling changes. Requesting carrier must submit written plans for equipment to be installed in the Collocation space prior to commencing installation.

2.6 Ameritech has the right to inspect requesting carrier's completed installation of equipment and facilities and to make subsequent and periodic inspections of the customer's equipment and facilities occupying a Collocation space and associated entrance conduit and riser space. If requesting carrier is found to be in non-compliance with the terms and conditions of this Schedule, requesting carrier must

modify its installation to achieve compliance. Ameritech will notify requesting carrier in advance of such inspections, and requesting carrier shall have the right to be present at the time of the inspection.

3.0 Delivery of Virtual Collocation Space

3.1 Ameritech shall allow periodic inspections of Virtual Collocation space where requesting carrier equipment is located.

3.2 Ameritech shall ensure that all applicable alarm systems (e.g., power) that support requesting carrier equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified.

3.3 Ameritech shall follow established escalation and expedite requests for maintenance of intraoffice facilities.

3.4 Ameritech and requesting carrier shall jointly develop procedures for notifying requesting carrier when environmental and power alarms are activated.

3.5 Ameritech shall allow requesting carrier to perform circuit pack changes while under escort by an Ameritech employee selected by Ameritech. Ameritech will provide such escort within one (1) hour of requesting carrier's request. Requesting carrier agrees to pay for such escort service based upon Ameritech's standard hourly rates for the type of personnel selected by Ameritech to act as the escort.

3.6 Ameritech shall allow change notices and intrusive maintenance (e.g., extensive trouble shooting and repair that goes beyond circuit pack change outs) to be performed by the equipment vendor under contract to requesting carrier.

3.7 Ameritech shall allow requesting carrier employees to install updates, including software updates, and perform routing maintenance while under escort by an Ameritech employee selected by Ameritech. The escort request will be made 2 weeks in advance of the routine maintenance. Requesting carrier agrees to pay for such escort service based upon Ameritech's standard hourly rates for the type of personnel selected by Ameritech to act as the escort.

3.8 Ameritech shall use the latest documentation provided by requesting carrier in either hard copy or electronic form when performing work on requesting carrier equipment.

3.9 Ameritech shall follow applicable requesting carrier guidelines when working on requesting carrier equipment.

SCHEDULE 12.15

COMMON REQUIREMENTS

The following requirements are applicable to both Physical and Virtual Collocation:

1. Ameritech shall provide to requesting carrier any intraoffice facilities that requesting carrier requests and that Ameritech provides by tariff or contract to any carrier.
2. Ameritech shall allow for a Fiber Meet arrangement between the Parties' networks and facilities at the DS0, DS1, DS3, OC3, OC12 and OC48 rates pursuant to mutual agreement of the Parties.
3. Requesting carrier may provide basic telephone service with a connection jack for the Collocated space.
4. Ameritech shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for requesting carrier's space and equipment. These environmental conditions shall comply with Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063 or other standards upon which the Parties may mutually agree.
5. Ameritech shall provide access, where available, to eyewash stations, shower stations, bathrooms, and drinking water within the Collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for requesting carrier personnel and its designated agents.
6. Ameritech shall provide all ingress and egress of fiber cabling to requesting carrier Collocated spaces in compliance with requesting carrier's request for cable diversity. The specific level of diversity required for each site or Network Element will be provided in the request for Collocation. Requesting carrier will pay any additional costs incurred by Ameritech to meet any special diversity requirements of requesting carrier which are beyond those normally provided by Ameritech.
7. Ameritech shall provide requesting carrier with written notice five (5) Business Days prior to those instances where Ameritech or its subcontractors may be performing nonemergency work that may affect the Collocated space occupied by requesting carrier or the AC and DC power plants that support requesting carrier equipment. Ameritech will inform requesting carrier by telephone of any emergency-related activity that Ameritech or its subcontractors may be performing that may affect the Collocated space occupied by requesting carrier or the AC and DC power plants that support requesting carrier equipment. Notification of any emergency-related activity shall be made as soon as practicable after Ameritech learns that such emergency activity is necessary. By the end of Contract Month 3 the Implementation Team will agree upon the process for the notification required by this Section **(the "Emergency Notification**

Process''). To the extent that the Emergency Notification Process requires Ameritech to incur additional costs, requesting carrier shall reimburse Ameritech for such costs.

8. Requesting carrier shall not be required by Ameritech to relocate its equipment during the Initial Term or any Renewal Term. If requesting carrier, at Ameritech's request, agrees to relocate its equipment, then Ameritech shall reimburse requesting carrier for any and all costs reasonably associated with such relocation.

9. Should Ameritech sell or lease a Central Office or any portion thereof to a third person during the Initial Term or any Renewal Term, Ameritech shall require such third person to comply fully with the applicable terms and conditions of this Agreement as they relate to such third person.

10. Power as referenced in this **Schedule 12.15** refers to any electrical power source supplied by Ameritech for requesting carrier equipment. It includes all superstructure, infrastructure, and overhead facilities, including cable, cable racks and bus bars. Ameritech will supply power to support requesting carrier equipment at equipment specific DC and AC voltages as mutually agreed upon by the Parties. Ameritech shall supply power to requesting carrier at parity with that provided by Ameritech to itself or to any third person. If Ameritech performance, availability, or restoration falls below industry standards, Ameritech shall bring itself into compliance with such industry standards as soon as technologically feasible.

11. Subject to space limitations and requesting carrier's compliance with the applicable request process and payment requirements of this Agreement, Ameritech shall provide power to meet requesting carrier's reasonable needs for placement of equipment, Interconnection, or provision of service.

12. Both requesting carrier's power equipment and Ameritech power equipment supporting requesting carrier's equipment shall comply with all applicable state and industry standards (e.g., Bellcore, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout.

13. Ameritech will provide requesting carrier with written notification within ten (10) Business Days of any scheduled AC or DC power work or related activity in the collocated facility that poses a reasonable risk of cause an outage or any type of power disruption to requesting carrier equipment located in the Ameritech facility. Ameritech shall provide requesting carrier prompt notification by telephone of any emergency power activity.

14. Power plant alarms shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063.

15. Cabling shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063.

16. Ameritech shall provide Lock Out Tag Out and other electrical safety procedures and devices in accordance with OSHA or industry guidelines.

17. Ameritech shall within ten (10) Business Days after receipt of the Initial COBO Payment for Physical Collocation, and prior to or concurrent with the initial walkthrough for Virtual Collocation, provide requesting carrier with a copy of any existing drawings showing requesting carrier's proposed Collocation space and any related Ameritech facilities, and provide information relating to measurements for necessary requesting carrier cabling which are not obtainable from the drawings. Any copies of drawings shall be redacted so as not to provide proprietary information of other carriers. So long as Ameritech charges other Telecommunications Carriers for the provision of the foregoing drawings and information, requesting carrier shall reimburse Ameritech for the costs, if any, incurred by Ameritech to provide requesting carrier with the foregoing drawings and information.

SCHEDULE 12.16

ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION

The following additional requirements shall be applicable to Physical Collocation only:

1. Subject to space limitations and requesting carrier's compliance with the applicable request process and payment requirements for the space, Ameritech shall provide space, as requested by requesting carrier, to meet requesting carrier's needs for placement of equipment necessary for Interconnection and access to Network Elements.
2. Ameritech shall allow requests for contiguous space in increments of 100 ft² if the space is not subject to outstanding requests by other Telecommunications Carriers.
3. Other than reasonable security restrictions, Ameritech shall place no restriction on access to the requesting carrier Collocated space by requesting carrier's employees and designated agents. Such space shall be available to requesting carrier designated agents twenty-four (24) hours per day each day of the week. In no case should any reasonable security restrictions be more restrictive than those Ameritech places on its own personnel or independent contractors.
4. For each building in which Collocated space is provided and upon request by requesting carrier for that building, Ameritech will, at its option, either certify that the building complies with all applicable environmental, health and safety regulations or complete an Environmental, Health & Safety Questionnaire provided by requesting carrier. Requesting carrier may provide this questionnaire with its request for Collocation and Ameritech shall return it or the applicable certification to requesting carrier within ten (10) Business Days after Ameritech's receipt thereof.
5. Ameritech shall permit requesting carrier to install, on equipment node enclosures, an intrusion alarm that can be remotely monitored by requesting carrier's work center; provided, however, that no such requesting carrier-installed equipment shall interfere with the existing use of the Central Office.
6. Ameritech shall construct the collocated space in compliance with requesting carrier's request for Collocation for cable holes, ground bars, doors, and convenience outlets as such are requested by requesting carrier at prices to be determined.
7. Requesting carrier shall not require advance approval from Ameritech to make improvements or alterations to the Collocated equipment configuration that are not substantial and do not require additional power.

8. Central Office power supplied by Ameritech into the requesting carrier equipment area shall be supplied in the form of fused power feeds from Ameritech's main power distribution board to requesting carrier's BDFB located in the designated requesting carrier equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of requesting carrier equipment. The termination location shall be as mutually agreed upon by the Parties.

9. Ameritech power equipment supporting requesting carrier's equipment shall:

- (a) Provide appropriate Central Office ground, connected to a ground electrode located within the requesting carrier collocated space, at a level above the top of requesting carrier's equipment plus or minus two (2) feet to the left or right of requesting carrier's final request; and
- (b) Provide feeder capacity and quantity to support the ultimate equipment layout for requesting carrier equipment upon completion of the equipment node construction in accordance with requesting carrier's request for Collocation.

10. Ameritech shall within ten (10) Business Days after the initial walkthrough provide requesting carrier with (i) documentation submitted to and received from contractors for any work being done on behalf of requesting carrier that will be billed as extraordinary expenses; and (ii) a parallel installation sequence.

11. Ameritech shall secure external access to the Physical Collocation space in its Premises in the same or equivalent manner that Ameritech secures external access to spaces that house Ameritech's equipment.

12. Ameritech shall within (30) days of the Effective Date provide to requesting carrier (i) work restriction guidelines related to any restrictions on the manner in which a requesting carrier contractor can perform work on Ameritech's Premises and (ii) a list of Ameritech technical guidelines applicable to the collocation of equipment in Ameritech's Premises. Requesting carrier acknowledges that it is responsible to order such technical guidelines at its cost and expense. Ameritech will notify requesting carrier in a timely manner of any changes to such work restriction and technical guidelines.

SCHEDULE 16.10

3D AND CONDO AGREEMENTS

1. Easement and Building Operating Agreement between Illinois Bell Telephone Co. and requesting carrier Communications of Illinois, Inc. and associated agreements for the 1000 Commerce Drive Building, Oak Brook, Illinois.
2. Declaration of Condominium, Ownership, Bylaws, Easements, Restrictions and Covenants between Illinois Bell Telephone Co. and TCG Illinois and TCG Chicago. for the AT&T Corporate Center, 222 W. Adams St. 11th floor, Chicago, IL 60606.

Schedule 30.18

PRE EXISTING ARRANGEMENTS

1. License Agreement between Illinois Bell Telephone Co. and requesting carrier, dated January 1, 1984 relating to pole Attachments and access to conduits.

PRICING SCHEDULE ILLINOIS/

ITEM I - 9-1-1 Service

See Exhibit PS-I

ITEM II - Reciprocal Compensation/Transiting

| | | |
|----|-----------------------------------|----------------------------|
| A. | End Office Local Termination | \$0.005000 per minute |
| B. | Tandem Switching | \$0.000956 per minute |
| C. | Tandem Transport Termination | \$0.000193 per minute |
| D. | Tandem Transport Facility Mileage | \$0.000012 per minute/mile |

ITEM III - Information Services Traffic

| | |
|--|--------------------|
| Information Services Billing and Collection: | \$0.03 per message |
|--|--------------------|

ITEM IV - BLV/BLVI Traffic

| | | |
|----|---|-----------------|
| A. | Busy Line Verification (BLV): | \$0.924 per use |
| B. | Busy Line Verification Interrupt (BLVI): (in addition to BLV charge) | \$1.079 per use |

/ "The rates applicable to this Agreement are the most recent rates resulting from either an Illinois Commerce Commission proceeding or an approved (or otherwise effective) Ameritech tariff application. These include: Docket Nos. 96-0486/0569 (Consol.) [Unbundled Network Elements], Ameritech Amended Petition, Docket No. 00-0636 [Unbundled Local Switching/Permanent Shared Transport], Generic Investigation of Special Construction Charges, Docket 99-0593 [Special Construction Charges] and any other Illinois Commerce Commission, or FCC ordered prices for items purchased under this Agreement including interconnection, collocation, unbundled network element or resale prices."

ITEM V - Unbundled Network Elements

0.1 Unbundled Loop Rates

1. Recurring Rates

| | Monthly Rates Access Area ^{1/} | | |
|--|--|----------|----------|
| | <u>A</u> | <u>B</u> | <u>C</u> |
| 2-Wire Analog | | | |
| Basic | \$3.72 | \$10.02 | \$11.53 |
| Ground Start | \$3.75 | \$10.58 | \$12.27 |
| COPTS Coin [low priority] | \$3.76 | \$10.83 | \$12.56 |
| Electronic Key Line [low priority] | \$3.94 | \$13.95 | \$16.64 |
| 4-Wire Analog | \$7.35 | \$22.97 | \$27.38 |
| Digital | | | |
| ISDN - 2-Wire | \$3.79 | \$11.44 | \$13.54 |
| 4-Wire 64 Kbps | \$58.80 | \$57.73 | \$56.10 |
| 4-wire 1.544 mbps | \$69.54 | \$86.62 | \$85.91 |
| 2-Wire ADSL-Compatible | \$3.72 | \$10.02 | \$11.53 |
| 2-Wire HDSL-Compatible | \$3.72 | \$10.02 | \$11.53 |
| 4-Wire HDSL-Compatible | \$7.35 | \$22.97 | \$27.38 |
| Cross Connect Charge (additional, per cross connect): | | | |
| 2-wire | | \$0.15 | |
| 4-wire | | \$0.30 | |
| 6-wire | | \$0.49 | |
| 8-wire | | \$0.60 | |
| DS1 | | \$5.19 | |
| DS3 | | \$0.76 | |
| Service Coordination Charge | | \$1.14 | |

^{1/} "Access Area" is as defined in Ameritech's applicable tariffs for business and residential Exchange Line Services.

2. Non-Recurring Rates

Service Order? Establish Change: \$14.71^{2/}
(Business or Residence)

Line Connection: \$36.54^{3/}
(Business or Residence)

B. NID^{4/} No charge

C. Switching

1. Unbundled Local Switching

| | <u>Non-Recurring</u> | <u>Monthly</u> |
|---|----------------------|----------------|
| A. Custom Routing | | |
| - per new LCC, per switch | \$232.24 | - |
| B. ULS Ports | | |
| - Basic Line Port, per port | - | \$6.41 |
| - Ground Start Line Port, per port | - | \$6.98 |
| - COPTS-Coin Line Port, per port | - | \$6.98 |
| - ISDN-Direct Port, per port | - | \$30.74 |
| per telephone number | - | \$0.01 |
| - DID Trunk port, per port [low priority] | - | \$13.62 |
| per telephone number | - | \$0.01 |
| add/rearrange each termination | - | - |
| - ISDN Prime Trunk Port, per port | - | \$155.73 |
| per telephone number | - | \$0.01 |
| add/rearrange channels | - | - |
| - Digital Trunking Trunk Port, per port | - | \$105.09 |
| [low priority] | | |

^{2/} The Service Order Charge is a per occasion charge applicable to any number of Loops ordered for the same location and same Customer account.

^{3/} The Line Connection Charge applies to each Loop.

^{4/} Access to Network Interface Device for Accessing Customer Premises Wiring (Inside Wire).

| | | | |
|----|---|----------|----------|
| - | Custom Routing Port, per port per individual trunk termination | - | \$59.10 |
| - | Centrex Basic Line Port, per port | - | \$10.96 |
| - | Centrex ISDN Line Port, per port | - | \$30.74 |
| - | Centrex EKL Line Port, per port | - | \$30.90 |
| - | Centrex Attendant Console Line Port, per port | - | \$94.78 |
| C. | Centrex System Charges | | |
| - | System Features, per common block | - | \$331.93 |
| - | Common Block establishment, each | \$487.48 | - |
| - | System features change or rearrangement, per feature, per occasion | \$67.18 | - |
| - | System feature activation, per feature, per occasion | \$259.11 | - |
| 2. | Service Charges | | |
| | Initial Port Connection Charge - Line Port | \$64.57 | - |
| | Initial Port Connection Charge - Attendant Console Port | \$129.15 | - |
| | Initial Trunk Port Connection Charge | \$770.29 | - |
| | Subsequent Port Connection Charge | \$29.16 | - |
| | Service Ordering Charges | | |
| - | <u>Initial</u> | | |
| | Line port, per occasion | \$17.37 | - |
| | Trunk port, per occasion | \$398.73 | - |
| - | <u>Subsequent</u> | | |
| | per occasion | \$17.37 | - |
| - | Record Order per occasion | \$15.97 | - |
| | Conversion Charge | | |

| | | | |
|----|---|-------------|----------------------|
| - | change from one type of line-port to another, per each changed | \$59.36 | - |
| | Ameritech Cross-Connection Service per carrier transport facility, | | |
| - | 2-Wire (Line port), each | \$.15 | - |
| - | DSI (Trunk port) (each individual trunk) | \$5.19 | - |
| 3. | Service Coordination Fee | | |
| - | per carrier bill, per switch | - | \$1.14 |
| 4. | Subsequent Training | | |
| - | per Company person, per hour | \$80.11 | |
| 5. | Unbundled Local Switching (ULS) Usage | | |
| - | Billing Development | \$35,328.87 | - |
| | | | <u>Minute-of-Use</u> |
| - | Per minute-of-use or fraction thereof | - | .002962 |
| D. | Unbundled Tandem Switching | | |
| | Tandem Trunk (DS1) | - | \$120.21 |
| | Unbundled Trunk Port Features | - | \$13.53 |
| | Service Order Charge | \$398.73 | - |
| | Line Connect Charge per DS1 | \$770.29 | - |
| | Subsequent Changes | \$29.16 | - |
| | DS-1 Cross Connect | - | \$5.19 |
| | | | <u>Per Minute</u> |
| | Usage Without Tandem Trunks | \$0.000378 | |

| | <u>Monthly</u> | <u>Non-Recurring Charge</u> |
|--|----------------|---------------------------------|
| E. Interoffice Transmission Facilities DS1 | | |
| 1. Entrance Facility | | |
| - Per Point of Termination Terminating Bit Rate 1.544 Mbps | | |
| Area A | \$69.54 | |
| Area B | \$86.62 | |
| Area C | \$85.91 | |
| 2. Interoffice Mileage Termination | | |
| - Per Point of Termination 1.544 Mbps | | |
| Area A | \$16.29 | |
| Area B | \$16.29 | |
| Area C | \$16.29 | |
| Interoffice Mileage | | |
| - Per mile 1.544 Mbps | | |
| Area A | \$1.75 | |
| Area B | \$1.75 | |
| Area C | \$1.75 | |
| 3. Optional Features and Functions | | |
| (a) Clear Channel Capability | | |
| - Per 1.544 Mbps Circuit Arranged | | |
| Area A | | \$448.20 |
| Area B | | \$448.20 |
| Area C | | \$448.20 |
| (b) Interconnection Central Office Multiplexing | | |
| - DS1 to Voice/Base Rate/128.0, 256.0, 384.0 Kbps Transport | | |
| Area A | \$276.28 | |
| Area B | \$276.28 | |
| Area C | \$276.28 | |

| | <u>Monthly</u> | <u>Non-Recurring Charge</u> |
|---|----------------|---------------------------------|
| F. Interoffice Transmission Facilities - DS3 | | |
| 1. Entrance Facility | | |
| - Per Point of Termination | | |
| (a) DS3 with Electrical interface | | |
| - Per Termination | | |
| Area A | \$630.31 | |
| Area B | \$715.89 | |
| Area C | \$697.49 | |
| 2. Interoffice Mileage Termination | | |
| - Per Termination | | |
| - Electrical | | |
| Area A | \$203.61 | |
| Area B | \$203.61 | |
| Area C | \$203.61 | |
| Interoffice Mileage | | |
| - Per Mile | | |
| Area A | \$37.94 | |
| Area B | \$37.94 | |
| Area C | \$37.94 | |
| 3. Optional Features and Functions | | |
| (a) Interconnection - Central Office Multiplexing | | |
| - Per Arrangement | | |
| - DS3 to DS1 | | |
| Area A | \$598.53 | |
| Area B | \$598.53 | |
| Area C | \$598.53 | |

| | <u>Monthly</u> | <u>Non-Recurring Charge</u> |
|--|----------------|--|
| G Interoffice Transmission Facilities - OC-3 | | |
| 1) Entrance Facility | | |
| - Per Point of Termination Terminating Bit Rate 155.52 Mbps | \$1,607.00 | |
| 2) Interoffice Mileage Termination | | |
| - Per Point of Mileage Termination 155.52 Mbps | \$469.00 | |
| Interoffice Mileage | | |
| - Per Mile 155.52 Mbps | \$250.00 | |
| 3) Optional Features and Functions | | |
| a) OC-3 Add/Drop Multiplexing | | |
| - Per arrangement | \$1,107.00 | |
| b) Add-Drop Function | | |
| - Per DS3 Add or Drop | \$120.00 | |
| - Per DS1 Add or Drop | \$50.00 | |
| c) 1+1 Protection | | |
| - Per OC-3 Entrance Facility | \$57.00 | |
| d) 1+1 Protection with Cable Survivability | | |
| - Per OC-3 Entrance Facility | \$57.00 | \$500.00 |
| e) 1+1 Protection with Route Survivability | | |
| 1) Per OC-3 Entrance Facility | | Apply Rates and Charges as (c) above plus (2) below |
| 2) Per Quarter Route Mile | \$50.00 | |

| | <u>Monthly</u> | <u>Non-Recurring Charge</u> |
|---|---|---------------------------------|
| H. Interoffice Transmission Facilities - OC-12 | | |
| 1) Entrance Facility | | |
| - Per Point of Termination Terminating Bit Rate 622.08 Mbps | \$4,000.00 | |
| 2) Interoffice Mileage Termination | | |
| - Per Point of Mileage Termination 622.08 Mbps | \$700.00 | |
| Interoffice Mileage | | |
| - Per Mile 622.08 Mbps | \$500.00 | |
| 3) Optional Features and Functions | | |
| a) OC-12 Add/Drop Multiplexing | | |
| - Per arrangement | \$2,750.00 | |
| b) Add/Drop Function | | |
| - Per OC-3 Add or Drop | \$150.00 | |
| - Per DS3 Add or Drop | \$120.00 | |
| c) Cross-Connection of Services OC-12 to OC-12 Cross-Connect | | |
| - Per Circuit | \$550.00 | |
| d) 1+1 Protection | | |
| - Per OC-12 Entrance Facility | \$250.00 | |
| e) 1+1 Protection with Cable Survivability | | |
| - Per OC-12 Entrance Facility | \$250.00 | \$600.00 |
| f) 1+1 Protection with Route Survivability | | |
| 1) Per OC-12 Entrance Facility | Apply Rates and Charges as (d) above plus (2) below | |
| 2) Per Quarter Route Mile | \$75.00 | |

| | <u>Monthly</u> | <u>Non-Recurring Charge</u> |
|---|---|---------------------------------|
| I. Interoffice Transmission Facilities - OC-48 | | |
| 1) Entrance Facility | | |
| - Per Point of Termination Terminating Bit Rate 2488.32 Mbps | \$8,000.00 | |
| 2) Interoffice Mileage Termination | | |
| - Per Point of Mileage Termination 2488.32 Mbps | \$1,575.00 | |
| Interoffice Mileage | | |
| - Per Mile 2488.32 Mbps | \$550.00 | |
| 3) Optional Features and Functions | | |
| a) OC-48 Add/Drop Multiplexing | | |
| - Per arrangement (not to exceed 12 DS3s or equivalent) | \$1,375.00 | |
| b) Add/Drop Function | | |
| - Per OC-12 Add or Drop | \$375.00 | |
| - Per OC-3 Add or Drop | \$150.00 | |
| - Per DS3 Add or Drop | \$120.00 | |
| c) Cross-Connection of Services OC-48 to OC-48 Cross-Connect | | |
| - Per Circuit | \$1,100.00 | |
| d) 1+1 Protection | | |
| - Per OC-48 Entrance Facility | \$1,175.00 | |
| e) 1+1 Protection with Cable Survivability | | |
| - Per OC-48 Entrance Facility | \$1,175.00 | \$700.00 |
| f) 1+1 Protection with Route Survivability | | |
| 1) Per OC-48 Entrance Facility Channel | Apply Rates and Charges as (d) above plus (2) below | |
| 2) Per Quarter Route Mile | \$100.00 | |

J. Installation and Rearrangement Charges for Interoffice Transmission Facilities

| Administration Charge, Per Order | Design and Central Office Connection Charge, Per Circuit | Carrier Connection Charge Per Termination | |
|-------------------------------------|--|---|----------|
| DS1 Service 1.544 Mbps | | | |
| Area A | \$408.05 | \$636.43 | \$588.93 |
| Area B | \$408.05 | \$636.43 | \$588.93 |
| Area C | \$408.05 | \$636.43 | \$588.93 |
| DS3 Service 44.736 Mbps | | | |
| Area A | \$308.81 | \$675.22 | \$379.09 |
| Area B | \$308.81 | \$675.22 | \$379.09 |
| Area C | \$308.81 | \$675.22 | \$379.09 |
| OC-3 Service 155.52 Mbps | | | |
| | \$50.00 | \$375.00 | \$450.00 |
| OC-12 Service 622.08 Mbps | | | |
| | \$50.00 | \$375.00 | \$450.00 |
| OC-48 Service 2488.32 Mbps | | | |
| | \$50.00 | \$500.00 | \$600.00 |

K. Signaling Networks and Call-Related Databases

1. Signaling Networks

| Signaling Link | IL.C.C. 21 Section No. 6 | |
|------------------------------|--------------------------|------|
| Port Termination | \$267.82 (monthly) | |
| Signaling Switching ISUP | \$0.000143 per message | |
| Signal Transport ISUP | \$0.000086 per message | |
| Signal Formulation ISUP | \$0.000459 per message | |
| Signal Tandem Switching ISUP | \$0.000312 per message | |
| Signal Switching TCAP | \$0.000118 per message | |
| Signal Transport TCAP | \$0.000058 per message | |
| Signal Formulation TCAP | \$0.000325 per message | |
| Non-Recurring Costs | | NRCs |

| | |
|---|----------|
| Port Termination | \$666.37 |
| Originating Point Code per service added or changed | \$23.09 |
| Global Title Address Transfer per service added or changed | \$12.41 |

2. Call-Related Databases

Unbundled Local Switching Interconnection

-800DB Call-Routing Query \$0.002654

-800DB Routing Options \$0.000773

Local STP Interconnection

-800DB Carrier-ID-Only \$0.001286

-800DB Routing Options \$0.000228

Regional STP Interconnection

-800DB Carrier-ID-Only \$0.001208

-800DB Routing Options \$0.000149

Carrier-Provided Operator Services

Interconnection at local STP

-LIDB Validation \$0.015733

-LIDB Transport \$0.000090

-Out-of-Region-Query \$0.057625

Interconnection at regional STP

-LIDB Validation \$0.015733

-LIDB Transport \$0.000011

Unbundled Operator Services

-LIDB Validation \$0.015733

-LIDB Transport \$0.000634

-Out-of-Region-Query \$0.058169

3. Service Management Systems

Access to Databases - to the extent technically feasible, based on TELRIC costs, via the Bona Fide Request process.

L. Operator Services and Directory Assistance

1. Operator Services

Manual Call Assistance Occurrences - rates will apply based on the total monthly volume and a LIDB charge will apply separately to all occurrences requiring billing validation.

\$0.362 per occurrence

Automated Call Assistance Occurrences - rates will apply based on the total monthly volume, and a LIDB charge will apply separately to all automated occurrences.

\$0.022 per occurrence

Branding per trunk group - \$916.08 non-recurring charge

2. Directory Assistance

Branding is a one-time charge assessed, on a per trunk group basis, for the mechanized front-end branding of Directory Assistance calls.

Information Call Completion rates apply on a completed call basis. In addition to the charge for Information Call Completion, normal Directory Assistance charges, and applicable usage charges apply, if the call is completed on the Company's network. If a call is not completed, only the appropriate charge for Directory Assistance Service will apply.

Rates do not include custom routing, unbundled network elements, end office or tandem switching (where requested).

| <u>Per Call</u> | <u>Charge</u> | <u>Price</u> | <u>Non-Recurring</u> |
|-----------------|---|--------------|----------------------|
| | Information Call Completion, per completed call | \$0.023 | |
| | Branding, per trunk group ^{5/} | | \$916.08 |

^{5/} When branding service is provided on a combined toll and assist Operator Service and Directory Assistance trunk group basis, as technically feasible, a single branding charge will apply. The telecommunications carrier is also responsible for the rates applicable to custom routing, transport and any other services or network elements it orders to deliver its traffic to the Company's switch on separate direct trunks.

Monthly Payment
Term Payment Plans

| <u>Description</u> | <u>1 Month</u> | <u>12 Months</u> | <u>24 Months</u> | <u>36 Months</u> |
|--|----------------|------------------|------------------|------------------|
| Directory Assistance, Term Payment Plan, rate per call | \$.255 | \$.255 | \$.255 | \$.255 |

The minimum period for the Term Payment Plan is one month, unless otherwise specified. The month-to-month price is subject to Company initiated changes.

3. Directory Assistance Facilities

Access to Databases - To the extent technically feasible, based on TELRIC costs, via the Bona Fide Request process.

M. Rates for Maintenance.

1. Trip Charge - \$69.27 per trouble dispatch
2. Time Charge - \$28.52 per quarter hour with a quarter hour minimum and quarter hour increments.

N. Combinations.

| | <u>Monthly</u> | <u>Non-Recurring Charge</u> |
|--------------------------------------|----------------|-----------------------------|
| 1. Loop/Network Combination | \$*** ____ | \$*** ____ |
| 2. Switching Combination No. 1 | \$*** ____ | \$*** ____ |
| 3. <u>Unbundled Element Platform</u> | | |

O. Common Transport

ITEM VI - Wholesale Resale Services

- A. See Schedule 10.1

ITEM VII - Collocation

See Exhibit PS-VII

ITEM VIII - Structure

See Exhibit PS-VIII

ITEM IX - SERVICE PROVIDER NUMBER PORTABILITY

| | <u>I.N.C. 6/</u> | <u>Per Month^{6/}</u> |
|--|------------------|-------------------------------|
| A. SPNP-Remote | | |
| per number ported | \$0.00__ | \$0.00__ |
| per additional call path (1-5) | \$0.00__ | \$0.00__ |
| per additional call path (6-90) | \$0.00__ | \$0.00__ |
| B. SPNP-Direct | | |
| Service Establishment Charge | | |
| per SPNP-Direct Trunk group, per switch | \$0.00__ | \$0.00__ |
| SPNP-Direct Channel Termination charges, | | |
| per SPNP-Direct VG channel termination | \$0.00__ | \$0.00__ |
| per SPNP-Direct DS1 channel termination | \$0.00__ | \$0.00__ |
| SPNP-Direct Number Charges, per number ported | \$0.00__ | \$0.00__ |
| SPNP-Direct Transport Charges, | | |
| per SPNP-Direct VG transport | \$0.00__ | \$0.00__ |
| per SPNP-Direct VG w/o transport | \$0.00__ | \$0.00__ |
| per SPNP-Direct DS1 transport | \$0.00__ | \$0.00__ |
| per SPNP-Direct DS1 w/o transport | \$0.00__ | \$0.00__ |
| Subsequent additions, deletions or rearrangement | | |
| of SPNP-Direct trunk terminations in addition | | |
| to above charges | | |
| per occasion | \$0.00__ | \$0.00__ |

^{6/} Rates suspended pending commission approval of a competitively neutral cost recovery mechanism.

EXHIBIT PS-I

RATE TABLE - ILLINOIS

E911 SERVICES PROVIDED:

Automatic Number Identification (ANI), Automatic Location Identification (ALI) and selective routing (SR), charge per 100 Access Lines^{1/} serviced by the E911 Network: \$29.62 per month.

The per 100 Access Lines charge will include the following number of trunks per trunk group between the Ameritech Central Office and Ameritech Control Offices deemed sufficient to accommodate traffic:

| Access Lines | Trunks provided at no additional charge |
|-------------------|---|
| | |
| 01 - 1,500 = | 2 Trunks |
| 1,501 - 7,500 = | 3 Trunks |
| 7,501 - 18,500 = | 4 Trunks |
| 18,501 - 33,500 = | 5 Trunks |

Should Exchange Carrier desire more trunks than those described above, Exchange Carrier shall acquire such additional trunks from Ameritech at rates, terms and conditions provided in Ameritech's tariffs.

Optional Manual Update: Update of the ALI/DMS data base from paper copies of service order activity furnished by Exchange Carrier, charge per updated record: \$6.66

Address and Routing File: \$276.55 per request per NPA (per quarter)^{2/}

^{1/} Or fraction thereof. The minimum charge will be based upon 100 Access Lines. Number of Access Lines applicable will include all lines contained within the ALI/DMS database, including those that are outside of the Customer's geographical boundary jurisdiction, but within Requesting Carrier's exchange boundary and set for routing via the E911 network.

^{2/} This charge applies for entire NPA or fraction thereof.

| | |
|------------------------|-------------------------------------|
| E9-1-1 Control Office | \$1,314.83 non-recurring charge per |
| Software Enhancement - | E9-1-1 Control Office |
| Connection Charge | |

SERVICES PROVIDED

A. Exchanges covered by Agreement:

Ameritech shall provide E911 Service described in **Section 3.9** and **Schedule 3.9** and selected by Requesting Carrier in the Exchange Area(s) in which both of the following conditions are met: (1) Requesting Carrier is authorized to provide local exchange services in such Exchange Area(s), and (2) Ameritech is the 911 service provider in such Exchange Area(s).

B. Requesting Carrier Updates:

If Requesting Carrier elects to furnish daily updates to the Customer information contained within the Requesting Carrier database, Ameritech will provide Requesting Carrier with the proper address to which updates should be sent.

**COLLOCATION
EXHIBIT PS-VII
PHYSICAL COLLOCATION - ILLINOIS**

| | <u>Non-Recurring Charges</u> | <u>Monthly Recurring</u> |
|---|----------------------------------|------------------------------|
| Order Charge/Per Order | \$302.30 | -- |
| Central Office Build Out | | |
| - per Initial 100 sq. ft. Floor Space Request/C.O. | \$33,788.47 | -- |
| - per Add'l 100 sq. ft. Floor Space Request/C.O. | \$13,148.87 | -- |
| Cable Vault Splicing/per Initial splice | \$205.57 | -- |
| Cable Vault Splicing/per Subsequent splice | \$15.24 | -- |
| Splice Testing/per Initial Splice Test | \$47.16 | -- |
| Splice Testing/per Subsequent Splice Test | \$2.77 | -- |
| Cable Pulling from Manhole to Cable Vault/ per First foot | \$223.06 | -- |
| Cable Pulling from Manhole to Cable Vault/ per Add'l foot | \$1.11 | -- |
| Cable Pulling from Cable Vault to the transmission node/per First foot | \$83.24 | -- |
| Cable Pulling from Cable Vault to the transmission node/per add'l foot | \$0.83 | -- |
| Power Delivery/per Power Lead | \$1,802.17 | -- |
| Transmission Node Enclosure/ per initial 100 sq. feet | \$4,554.43 | -- |
| Transmission Node Enclosure/ per Add'l 100 sq. feet | \$1,798.67 | |
| Diverse Riser/per Floor Traversed | \$553.40 | -- |
| Space Reservation Charge/per Each request | \$785.91 | -- |

**COLLOCATION
EXHIBIT PS-VII
PHYSICAL COLLOCATION ? ILLINOIS**

| | <u>Non-Recurring Charges</u> | <u>Monthly Recurring</u> |
|--|----------------------------------|------------------------------|
| Central Office Floor Space/per 100 sq. ft. | -- | \$878.34 |
| Riser Space/Foot | -- | \$1.33 |
| Entrance Conduit/per Innerduct per foot | -- | \$0.07 |
| Power Consumption/per Fuse AMP | -- | \$6.87 |
| 200 Conductor Electrical Cross Connect Block | -- | \$63.68 |
| Digital Cross-Connect Panel (DSX-3)/per DS-3 Termination | -- | \$15.16 |
| Digital Cross-Connect Panel/per DSX-1 Panel (Up to 56 DS-1 Term) | -- | \$47.49 |
| Optical Cross-Connect Panel/per OCX Panel Segment | -- | \$5.16 |
| Passive Bay Termination (Bay and Panel)/ DS-1 Termination | -- | \$0.53 |
| Passive Bay Termination (Bay and Panel)/ DS-3 Termination | -- | \$6.82 |
| 200 Electrical Conductor Termination Block (Located Outside Transmission Node)/per Each | -- | \$63.68 |
| Digital Timing Source/per Synchronization Signal Provided -- | \$12.77 | |
| DS-1 Repeater | -- | \$5.92 |
| DS-3 Repeater | -- | \$34.39 |

**COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION ? ILLINOIS**

| | <u>Non-Recurring Charge</u> | <u>Monthly Charge</u> |
|--|---------------------------------|---------------------------|
| Service Order | \$114.63 | -- |
| Optical Line - Cable Vault Splicing/ per Initial Splice \$205.57 | -- | |
| Optical Line - Cable Vault Splicing/ per Subsequent Splice | \$15.24 | -- |
| Optical Line - Splicing Test/ per Initial Splice \$47.16 | -- | |
| Optical Line - Splicing Test/ per Subsequent Splice Test | \$2.77 | -- |
| Optical Line - Cable Pulling - Manhole to Vault/ per First Foot | \$223.06 | -- |
| Optical Line - Cable Pulling - Manhole to Vault/ per Add'l Foot \$1.11 | -- | |
| Optical Line - Cable Pulling - Vault to LGX Panel/ per First Foot | \$83.24 | -- |
| Optical Line - Cable Pulling - Vault to LGX Panel/ per Add'l Foot \$0.83 | -- | |
| Optical Line - Diverse Riser/per Floor Traversed | \$553.40 | -- |
| Project Management Fee/per Initial 7' Bay Installed on Initial or Subsequent Order | \$3,143.65 | -- |
| Project Management Fee/per Initial 7' Bay Installed on Initial or Subsequent Order/ per Add'l 7' Bay Installed on Initial or Subsequent Order | \$1,571.82 | -- |
| Project Management Fee/ per Initial Shelf Installed on Subsequent Order | \$2,357.74 | -- |

**COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION ? ILLINOIS**

| | <u>Non-Recurring Charges</u> | <u>Monthly Charge</u> |
|---|---|----------------------------------|
| Project Management Fee/ per additional shelf installed on subsequent order | \$1,414.64 | -- |
| Project Management Fee/ per Bay Rearrangement and/or Miscellaneous Work | \$1,886.19 | -- |
| Power Delivery/per 7' Bay Installed | \$1,802.17 | -- |
| Thru-Connect per DSX-1 to DSX-1 | \$7.00 | \$0.19 |
| Thru-Connect per OCX to OCX | \$7.00 | \$1.34 |
| 7' Bay (Company Provided)/per Bay | \$393.21 | \$38.09 |
| 7' Bay (Customer Installed/Pre-Packaged)/per Bay | -- | \$32.88 |
| Optical Line - Entrance Facility/per Foot | -- | \$0.07 |
| Optical Line - Riser Space/per Foot | -- | \$0.30 |
| Optical Line - Riser Space/per Fiber Termination | -- | \$1.51 |
| Power Consumption/per Fuse AMP | -- | \$6.87 |
| 200 Electrical Conductor Cross-Connect Block/ per Block -- | \$63.68 | |
| Digital Cross-Connect Panel/ per DS-3 Termination | -- | \$15.16 |
| Digital Cross-Connect Panel/ per DS-1 Panel (up to 56 DS-1 Terminations) | -- | \$47.49 |
| Optical Cross-Connect Panel/ per Panel Segment | -- | \$5.16 |
| Digital Timing Source per Timing Circuit | -- | \$2.54 |

EXHIBIT PS-VIII
STRUCTURE PRICING

POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS

| | <u>Nonrecurring Charge</u> | <u>Per Year</u> |
|--|----------------------------|---------------------|
| Administrative Fee | | |
| - per request or assignment | \$200.00 | |
| Pole Attachment Fee | | |
| - per pole, per year for each one foot of usable space occupied and for each power supply or equipment case or cabinet attached to a pole | | \$2.36 |
| Conduit Attachment Fee | | |
| - per foot of innerduct occupied per year | | \$.41 ^{3/} |

^{3/} If an Attaching Party occupies an entire duct, the Attachment Fee shall be two (2) times the rate per innerduct foot for the Attachment.